



Notice Inviting e-Tender [NIT]

Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun

Online Tenders in two parts through E-Tendering process are invited for awarding Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun. The above work is estimated to cost approx. **₹19,03,400/-** including all taxes.

2. Online tenders will be available for viewing/ downloading to all bidders from **03:00 PM on April 21, 2025**. The Bidders who do not comply with the eligibility criteria and technical evaluation will not be considered for opening of their Part-II financial bid tender.

3. The Bidders who do not submit Earnest Money Deposit (EMD) along with technical bid will not be considered for opening of Part-I of tender. The EMD paid by NEFT (with proof) shall be submitted through email – estatedehradun@rbi.org.in to reach us latest by **02:30 PM on May 13, 2025**.

4. A Pre-bid meeting (off-line mode) of the intending Bidders will be held on **May 01, 2025 at 11:00 PM** at Reserve Bank of India, Plot No. 16-17, IT Park, Sahasradhara Road, Dehradun.

5. All the documents mentioned in the tender document should be uploaded on MSTC site i.e., www.mstcecommerce.com/eproc. The same will be downloaded for evaluation by the Bank.

6. After examination, if any of the Bidder is not found to possess the required eligibility, their tenders may be rejected by the Bank.

7. Part-I of the tenders will be opened on-line at **03:15 PM on May 13, 2025** in the presence of the authorized representative of the Bidders who choose to be present at the time of opening the Part I of the Tender. Part-II (Price bid) of the eligible bidders shall be opened on a subsequent date which will be intimated to the bidders in advance.

8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Date: April 21, 2025

Regional Director
Reserve Bank of India
Dehradun

SCHEDULE OF TENDER (SOT)

e-Tender no	RBI/DEHRADUN REGIONAL OFFICE/ESTAE/2/25-26/ET/44
e-Tender name	Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn).
Date of NIT available to parties to download	03:00 PM on April 21, 2025.
Pre-Bid meeting	Offline at Estate Department, 1 st Floor, Reserve Bank of India, Dehradun at 11:00 AM on May 01, 2025.
Earnest Money Deposit	₹38,068.00 (₹ Thirty-Eight Thousand Sixty Eight Rupees only) in the form of NEFT Details for NEFT: Beneficiary Name: RBI Dehradun Beneficiary Ac No: 186003001 IFSC: RBIS0DNPA01 (Fifth and Tenth characters are zero)
Last date of submission of EMD	02:30 PM of May 13, 2025.
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	03:00 PM of April 21, 2025.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	03:00 PM of May 13, 2025.
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) & Part II i.e. price bid	03:15 PM of May 13, 2025 Part II shall be opened at a later date that will be intimated to the bidders in advance through email, if required

Date: April 21, 2025

Regional Director
Reserve Bank of India
Dehradun



**Reserve Bank of India
Estate Department
Dehradun**

**E-Tender for
Supply, Installation, Testing and Commissioning of 02 No's
Air Handling Unit (AHU) at Bank's Main Office Building, RBI, Dehradun**

Techno Commercial - PART-I

RBI/DEHRADUN REGIONAL OFFICE/Estate/2/25-26/ET/44[SITC of AHU]

Name of the firm: _____

Address: _____

Email: _____ Telephone: _____

Name of contact person: _____

Mobile Number: _____

E-mail: _____

Date of Pre-bid meeting: 11:00 to 12:00 hrs on May 01, 2025.

Last Date and Time for submission of the e-Tender: 15:00 Hrs on **May 13, 2025**.

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/rates will be directly filled at the MSTC site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating thePart I and Part II of tender.

Note: This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

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SCHEDULE OF TENDER (SOT)

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Regional Director

Date: April 21, 2025

Reserve Bank of India

Dehradun

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Dehradun. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Dehradun is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line only at www.mstcecommerce.com/eprochome/rbind</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RBI Dehradun → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, Dehradun, (before the scheduled time of the e-tender).</p> <p>Contact person (RBI):</p> <p>i) Sonu Singh Yadav (Manager): 0135 2611425 / 8141228253 (sgyadav@rbi.org.in)</p> <p>ii) Vijay Kumar Garg (AM, Elect.) 01352611451 /8725001296, (vijaygarg@rbi.org.in)</p> <p>Contact Persons (MSTC Ltd – During Office Hours only):</p> <p>HO Central Help Desk: (For vendors) Phone Number: 07969066600</p> <p>Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails) Availability - 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>North Zone Helpdesk - (011) 2321 4201, (011) 2321 3945 email - mstcnro@mstcindia.co.in</p> <p>IVRS No.: (079) 69066600</p> <p>B) System Requirement:</p> <p>i) Windows 7 Operating System & above.</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p>
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	<p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eproc</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable to RBI, Dehradun. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email submitted by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p><u>Special Note towards Transaction fee:</u> Payment of Transaction fee is online on MSTC site. After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Persons (MSTC Ltd – During Office Hours only):</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number: 07969066600</p> <p>Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails) Availability - 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>North Zone Helpdesk - (011) 2321 4201, (011) 2321 3945 email - mstcnro@mstcindia.co.in</p> <p>IVRS No.: (079) 69066600</p>

	<p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in turn, will not have access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD through separate NEFT/Mobile banking in advance to the Reserve Bank of India Dehradun.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Dehradun and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, Dehradun as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction fees separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Dehradun.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments →RBI Dehradun Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p>

	<p>d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter supplier/contractor.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rates to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, Dehradun has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action may also be taken against defaulting bidders.

Section I
Form of Tender

The Regional Director
Reserve Bank of India,
Estate Department
Dehradun

Dear Sir / Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

1	Description of work	Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun.
2	Estimated Capital cost	₹1903400/- inclusive of GST.
3	Earnest Money	₹38068/- (to be deposited by all the bidders; no exemption for MSEs as per extant guidelines of RBI)
4	Performance Bank Guarantee	₹ 5% of the contract value (to be submitted by the successful bidder)
5	Time allowed for completion of work	03 months from 14 th day of the date of the work-order.
6	Liquidity Damages	₹680/- per day subject to a maximum of 10% of the contract amount

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your

successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of Rs.38068/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. The Tender is submitted in two parts in MSTC portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this ____ day of ____ 2025

For and on behalf of M/s

(Signature with seal)

Name _____

Designation: _____

Place _____

Date _____

Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date _____

(2) Signature with Name, address and date _____

Section – II
General Instructions to tenderer(s) & Special Conditions

1. Online e-tenders are invited for the work of “Supply, Installation, Testing and Commissioning of 02 No’s Air Handling Unit (AHU) system at Bank’s Main Office Building, RBI, Dehradun”. The work is estimated to cost ₹1903400/- and is to be completed within three months (from 14th day of award of work). The tenders shall be uploaded/submitted in online manner at MSTC ecommerce site.

2. Eligibility Criteria: -

Only those contractors who have minimum 5 years of experience in executing similar works in the field of viz., Supply, Installation, Testing and Commissioning of Air Handling Units (AHU) for the large office building / commercial premises / industrial houses/Government organizations/PSU ending March 31, 2025 **and** have executed successfully similar works individually in the last three financial years costing as under:

- Three similar completed works each costing not less than 40% of estimated cost.

OR

- Two similar completed works each costing not less than 50% of estimated cost.

OR

- One similar completed work costing not less than 80% of estimated cost.

AND

- Have a minimum yearly turnover of 100% of estimated cost or more during the last 3 financial years ending March 31, 2025 supported by audited financial statements and ITR.

AND

- Have a service set up at the place of proposed work i.e., Dehradun/Lucknow/Kanpur/Delhi NCR for rendering after sales service.

Tenderers should submit the following documents in respect of their eligibility:

- i. Copies of detailed work orders indicating scope and value of works for the qualifying works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the proforma.
- iv. Audited financial statement for turnover for last 3 financial years along with ITR.
- v. Banker’s / Solvency Certificate
- vi. Client/work completion certificate.
- vii. GST registration and PAN details.

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

All the intending tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates and submit the proforma as per annexure.

Tendering process;

The tender documents can be downloaded from the Banks website www.rbi.org.in and MSTC website www.mstcecommerce.com. All corrigendum, addendum and further communication shall be uploaded on these websites only. The tender for the above work is in two parts i.e. Part I

contains technical specifications & commercial terms and conditions. Part II contains only rates of items.

3 Tender submission:

The tender shall be uploaded/submitted at MSTC site in two parts, viz, "Part I – Technical and Commercial" and "Part II – Price bid", respectively "Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun and Telegraphic, Fax and e-mail tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the tender (Part-I). Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

4 Tenderers are advised to use **only the forms (tender document) issued by the Bank**. In case the tenders are submitted from downloaded tender forms from the MSTC/RBI website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and submitted.

(a) The firm shall enclose the relevant catalogues/ leaflets/ brochures of the manufacturers of the equipment offered. Incomplete tenders are liable for rejection.

5 Tenders application for "Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun" as the case may be and addressed by name to Regional Director, Estate Department, Reserve Bank of India, Dehradun should be uploaded not later than _____ hours on _____. No tender will be accepted after _____ on _____ under any circumstances whatsoever.

6. All the Intending tenderers/bidders are required to submit EMD. Earnest Money for a sum of ₹38,068/- (₹ Thirty Eight Thousand Sixty Eight Rupees only) by a DD/NEFT / Bank Guarantee in a form ([Annexure-'D'](#)) acceptable to the Bank in favour of Reserve Bank of India, drawn on a scheduled commercial bank before uploading/submission of the tender. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD of the unsuccessful bidders will be returned without any interest after awarding the work to successful bidder.

The EMD submitted by the successful bidder shall be returned, without any interest after receipt of the Performance Bank Guarantee as specified below.

7. **Performance Bank Guarantee:** As security against due fulfillment of the terms and obligations of the contract during execution of the work, the successful tenderer shall furnish a Bank guarantee for an amount of 5% of the contract value, valid during the entire period of execution of work, from any Scheduled Bank, before commencement of work in the given format ([Annexure J](#)), within 14 days of award of work. This Bank Guarantee will be retained for the entire period of currency of contract (DLP).

8. On receipt of intimation from the Bank of the acceptance of his / their **tender, the successful tenderer shall be bound to implement the contract within fourteen days** thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering

whether such formal agreement is or is not subsequently executed.

9. PBG of the successful tenderer may be forfeited in case, the contractor does not attend / refuse or fail to start and complete the work within the prescribed time limit.

10 Tender shall be upload in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. The bidders are advised to **completely fill the Part I of the tender along with seal and signature on every page** and upload the same in MSTC site. While Part I will be opened on _____ at _____ in the presence of the intending bidders who choose to be present. Part II of the eligible bidders will be opened on subsequent date, which will be intimated to the bidders in advance.

11. The Reserve Bank of India reserves the right to accept or reject any or all the tender, in full or in part, without assigning any reason, therefore. The Bank also reserves the right to accept the tender of any firm. Bidders are requested to quote unit rates and amounts separately.

12. The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of the tender and shall be extended by such period as may be mutually agreed to.

13. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange, variation in labour rates or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The bidders shall make their own arrangement for import of any part or components, if any, required for completion of the work.

14. Part I – Technical & Commercial

Part I shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials technical description, drawings shall be uploaded with the following:

- i. Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled commercial Bank in India.
- ii. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii. List of deviations, if any, in commercial terms and conditions.
- iv. List of deviation, if any, in technical specification.
- v. Any other technical information the tenderer wishes to furnish.
- vi. Whole Tender document signed and stamped by the firm.

The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before participating in tender.

The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. Any terms and conditions having price implication shall be considered and included in the quoted price by the tenderer. Tender containing deviations from the terms and conditions is liable to be rejected.

The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party about design or any part of the system.

15. Scope of Work

The scope of work shall include the following.

- Design and Delivery of all equipment's materials to Bank's site at Dehradun including packing, handling, transporting, loading/unloading at site in Dehradun.
- Erection, testing, commission of AHU and handing over the unit to the Bank along with necessary modification in the pipeline, ducting up to planum chamber, providing canvas connection etc.
- Providing all-inclusive service including all spares, etc. during warranty period
- Dismantling and Re-assembling the blower(s) to bring them inside the AHU room, if required, due to inadequate passage area.
- Disconnecting the existing unit, dismantling for removing the location for shifting purpose, taking away from the site at desired location.
- The installation of AHUs shall be inspected and certified by the AHU manufacturer before handing over of the same.

As regards make of equipment's acceptable to the Bank the bidders are advised to refer to system requirements / description and to the list of approved make of materials/ equipment's (Section IX).

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carryout work in respect of the supply, installation, testing and commissioning of AHU, to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

16. Bidders to quote strictly as per BOQ. The schedule of quantities is based on probable estimates/quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank.

17. Completion Period and Liquidated damages: Time is the essence of the contract. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **three months** from the 14th day of date of issue of work order failing which liquidated damages at a rate of **₹680/- per day**, subject to a maximum of **10%** of the contract value, of delay beyond the stipulated period will be levied.

18. The successful bidder shall execute an agreement with the Bank on stamped paper within **fourteen days** of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The cost of agreement must be borne by the bidder.

19. Warranty/Defect Liability period:

The entire equipment/system supplied shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the bidder without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, during this period shall be carried out free of cost.

Bidders shall also indicate the service facility available at the place of installation and technical set up, the contact telephone number and address of their service centers. If the bidder has no existing service center at the place of work, the bidders shall indicate details of such service center from which the proposed system will be serviced, the staff strength at that center and the availability of spares for the system at that center. In case a firm has memorandum of understanding or agreement with a third party on behalf of the firm to carryout servicing at a center, **copy of the agreement or memorandum of understanding** shall be submitted along with the tender.

20. The bidder should impart training to the Bank's staff at the site of work for a period of one week on the system before handing over the system without any extra charges.

21. The bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting. Bidders should be specific and offer comments only if their system differs from the Bank's detailed specifications/features in any manner. The successful bidder, on completion of work, shall furnish three sets of schematic and layout drawings and maintenance manuals to the Bank.

22. **Testing of the system:** Before dispatching the equipment to site, the equipment may, at the discretion of the Bank be inspected by the Bank's Engineer at the manufacturer's works and then cleared for shipment. The system will be tested in presence of the bidder and the OEM at OEMs premises/factory. The cost of arrangements for conducting the tests if any shall be borne by the bidder and shall be included in the quoted rates. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

23. Terms of Payment:

The following terms of payment, subject to statutory deductions and **retention @ 5% of value of work as retention money**, will apply to the contract:

- (a) 60% of the quoted rate, on pro rata basis, against delivery of all material and after checking at site.
- (b) 40% of quoted rate after completion of work as per tender condition.

All bills are liable for a deduction of TDS@ 1% or 2% of bill amount (1% in case of individual firm and 2% for company) and 1% of contract value each of CGST and SGST on TDS.

The payment for the system will be made by the office at which the system is supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said the system has been installed.

On completion of installation, testing and commissioning, the equipment will be tested for establishing their performance vis-à-vis the accepted specifications.

24. The contractors shall submit/upload all technical details of the system along with the Part I of tender. The bidders are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet along with Part I of the tender.

25. The bidders shall give the full name, contact numbers, email id and postal addresses of clients to whom similar equipment has been supplied by them.

26. The bidders are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

27. Insurance:

The contractor shall take all insurances at his own cost to cover all kinds of risks from the time the equipments/materials leave the manufacturer's works till handing over the system to the Bank, in the joint names of the **Reserve Bank of India (being first name)** and the contractor before commencement of work and it shall cover the following risks.

- (a) Contractors all risk insurance inclusive of damage during transportation from manufacturer's works to site, fire insurance, Storage, erection testing and commissioning policy for the full contract value.
- (b) Workmen compensation policy for the employees of the contractor at working at RBI.
- (c) Third party liability policy for a total of Rs. 20.00 lakh and with a limit of Rs.2.00 lakh per accident.

Note: These policies should be valid till the completion of the work, even for the extended periods due to any other delays. If the contractor doesn't provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

28. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the Bank requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

29. Pre-bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at _____ hours on _____ at Estate department to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

Date:

Place:

Seal and Signature of the Bidder

Section III

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 - i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
10. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
11. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
12. The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.
15. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.

- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Section IV
The Conditions Hereinafter Referred To

Interpretation clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigns and successors.
b) "Contractor" (in the case of partnership)	"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual)	"Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of Company)	"Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantitates and Specifications etc., attached hereto and duly signed.
e) "Notice in writing"	Or written notice shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean "Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun".

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

2. **Scope of Contract**

The work includes the Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

3. Scope of contract includes, but is not limited to, the following:

- a) The coordination, scheduling, and management of work of component suppliers and subcontractors.
- b) Provide materials as specified in the technical specifications.
- c) Assembly, Installation and Commissioning of all items as specified and handing over the completed AHU system to the Employer.

4. Contractor's Duties

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

5. Variations to be approved by Employer

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

6. Drawings, Schedule of Quantities & Agreement

The Contract shall be executed in duplicate, and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

7. Work sequence

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the 14th day after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

8. Contractor's use of Estate

The site of the work is an occupied building. Contractor's use of Estate shall be subject to following-

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- c) Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- d) Move stored products which interfere with operations of building or the operations of other trades.
- e) Obtain and pay for use of additional storage or work areas needed for operations.

9. Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein

provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

10. No disruption to normal office functions

This project is to be executed in an occupied office building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

11. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building ETC. The Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.

12. The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

13. Protection of Work and Property

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record. The Contractor shall take due care for protection of the work and Employer's property.

14. Authorities, Notices and Patents

The contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 & 26 thereof.

The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

15 Setting out of work

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear within a period of five year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

16 Materials and workmanship to conform to the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

17 Contractor's superintendence and representative on the works

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

18 Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

19 Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

20 Assistant Manager (Tech)/Manager (Tech)

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager (Tech) / Manager (Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or

materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

21 Assignments and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

22 Alterations, additions, Omissions etc.

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

23 Schedule of Quantities

The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 26 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

24 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

25 Measurement of Works

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

26 Prices for extra etc. ascertainment of

The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

12. (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

27 Unfixed materials when taken into account to be the property of the Employer

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

28 Removal of improper work

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

29 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within DLP after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

30 Certificate of virtual completion and Defects Liability Period

The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

31 Nominated Sub-Contractor

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

32 Other persons employed by Employer

The employer reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

33 Insurance in respect of damage to person and property

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including fire and earthquake risk in the joint names of the Employer and the contractor (**the name of the RBI being placed first in the policy**) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good

or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (**the**

name of the RBI being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the RBI being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising there from. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

- 34 . Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

35 Date of Commencement and Completion

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

36 Damages for Non-completion

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

37. Delay and Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

38. Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and

all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

39. Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days’ notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after

receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

40. Termination of Contract by Contractor

If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 26 hereof.

41. Certificates and Payments

The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

42. Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

43. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,15,16,21,25,26,27,28,29,37(a,b,c,d,f), 38, 39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

44. Settlement of dispute by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators, as the case may be, who may

determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

The venue of arbitration shall be **Dehradun, Uttarakhand, India.**

45. Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If because of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

46. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

47. Abandonment of Works

If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

48. Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of

sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

49. Right of Employer to terminate Contract in the event of death of Contractor, if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

50. Accident Reports

In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

51. Marginal Notes

The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

Special Conditions

52. Progress of Work

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

53. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

54. Non-Disclosure Clause

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and Confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

55. Minimum wages to the workmen:

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

56. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

57. Sexual Harassment Clause:

a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

58. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

59. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

60. The Contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

Place:

Date:

Seal and Signature of the Bidder

Section V

Special Conditions

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day
5. The tenderer may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only
6. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
7. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
8. All dismantling work and work generating noise shall be done during the daytime and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night-time. Contractor shall consider the above facts while quoting the rates.
9. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
10. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
11. The tenderer shall use only approved brands of materials.
12. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.

Section VI

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion date
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion date.
5.	Liquidated damages at the rate of, for non-completion of work	As per clause Section II Para 17 mentioned in the tender
6.	Value of works for interim certificates	As per clause Section II Para 23 mentioned in the tender
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	7% per annum (as per PD manual Para 5.3.4 g)

Seal and signature of Contractor

Schedule of Commercial Deviations

We confirm that all commercial terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Date:

Seal and Signature of the Bidder

Place:

Name:

Designation:

Section - VII
Technical Specification

A. SPECIFICATIONS FOR AIR HANDLING UNITS

1. SCOPE

The scope of this section comprises the supply, erection, testing and commissioning of double skin construction air handling units, conforming to these Specifications and in accordance with requirements of drawings and of the Schedule of Quantities **Broadly the guidelines specify compliance of AHU construction in accordance to EN1886.**

2. TYPE

The air handling units shall be ceiling suspended type with horizontal airflow arrangement with cabinet casing of double skin construction consisting of aluminum profile structure and insulated sandwich panels, draw-thru or blow through type comprising of various sections like – single or double stage filter section, coil and hydraulics section, starter panel and controller section, Direct drive EC fan section etc. as shown in the schematic layout arrangement drawings and included in schedule of quantities.

3. CAPACITY

The air handling capacities, maximum motor horse power and static pressure shall be as shown in Schedule of Quantities. The AHU design must be based on airflow velocities, pressure drops and static pressure requirements as specified.

4. UNIT HOUSING / CASING

The unit casing shall be made of double skin design comprising of the chassis structure made of extruded aluminum framework with thermal break profile of 48mm thickness conforming to class TB2 of thermal bridging as per EN1886 as specified in Bill of Quantities. The panels shall be double skin sandwich type with minimum 1.0 mm thick powder coated/pre coated steel sheet on the outer side and minimum 0.8 mm thick galvanized sheet on inner side with 45 mm \pm 2 mm thick rockwool insulation material of density 60 kg/cum between both inner and outer skin. The base frame of the AHU shall be made of 100mm high steel profile structure for rigidity. All sections / panels shall be bolted to each other with Neoprene rubber gasket in between and fixed with steel screws for perfectly aligned and airtight joints. The gaskets shall be held in place by inserting them in the integrated channels in the framework. All panels shall be detachable or hinged. Hinges shall be made of die cast aluminium with stainless steel pivots. Door handles and locks shall be made of self extinguishing thermoplastic nylon filled with glass wool and minerals. Marine lights can be provided in fan & coil sections, if required, to see the inside and shall be interlocked with door opening. The entire construction of AHU shall confirm to leakage class L1/L1 in accordance with EN1886.

Condensate drain pan shall be provided with multiple slopes towards drain outlet. Condensate drain pan shall be fabricated from SS 304 sheet of not less than 1.2 mm thick, insulated with 13 mm thick closed cell elastomeric insulation/ nitrile rubber.

5. EC - FAN SECTION (Electronically Commutated)

Unit must be provided with EBM or Zhiel Abegg – German make, direct drive backward curved EC fans each running with DC drive electronically commutated motors, the fans should be aligned and balance statically and dynamically. The fan speed must be controlled based on the room return air temperatures and also must have automatic step-less speed control without manual intervention. The fans can be in multiple numbers as per the manufacturer's standard. Units shall be factory balanced in accordance with Section 15071, Mechanical Sound and Vibration Control. Fan curves must be provided to confirm selection as and when required. The motor and fan must be from

approved manufacturers as one assembly. Noise Level: Less than 73 db from 2 Mtr. of unit in free filed conditions. Only direct drive fans to be provided in offered units and centrifugal fans with belt drive is strictly not acceptable. The air outlet velocity from the blower fan shall not exceed 610 m/min.

6. COOLING COIL / EVAPORATOR COIL SECTION

The cooling section shall be of Chilled Water Coil as specified in the Bill of Quantities. The cooling coils must be **AHRI** certified. Coil shall be made from seamless copper tubes with aluminum anti-corrosive corrugated fins/Hydrophilic coated blue fins. The tubes shall be solid drawn copper of not less than 9.5 or 12.5 mm dia and minimum 0.4 mm wall thickness. Aluminum fins shall be continuous and equally spaced by collars forming integral part of the fins. The number of fins shall not be more than 12 FPI and the thickness of fins shall be minimum 0.11mm. The fins shall be uniformly bonded to copper tubes by mechanical/hydraulic expansion for minimum thermal contact resistance with fins. The fins shall be assembled in a GI or specified in BOQ. Coils shall be sliding track mounted inside the Unit for easy replacement. Each section of the coil shall be fitted with supply & return header of Copper/MS to feed all passes of coil equally. U bends shall be of forged copper and shall be joined to tubes by brazing and silver soldering. Headers shall be provided with flanged ends for pipe connections. The headers shall also be provided with vent plug at top and drain plug/valve at bottom. The coil shall be designed for a maximum working pressure of 7 Kg/Sq.cm. Each coil shall be factory-tested at 21 kg/Sq.cm air pressure under water and test reports shall be furnished for this. Computerized cooling coil selection output shall be submitted. Coil selections must ensure total water side pressure drop including header are not exceeding 50 kPa as per design standards.

7. CHILLED WATER CONTROL VALVE

The coil and hydraulic section of the air handling unit shall be provided with factory fitted required size of 2 Way Valve / Pressure Independent Dynamic Balancing Valves with actuators to stabilize the flow and to have better heat transfer resulting in Energy savings and increase in overall performance of the unit. The type of valve to be used shall be in accordance with specification in bill of quantities. Manufacturer to ensure the valve control is possible via integrated control signal based on feedback from temperature sensors of return or supply air as per control logic specified.

8. FILTER SECTION

Each unit shall be provided with a factory assembled filter section containing synthetic media washable air filters with efficiency of 90% down to 10-micron particle size confirming to MERV 8. Filters shall have aluminum frame. Filter face velocity shall not exceed 500 FPM. Filter leakage shall comply to class F9 standard in conformity to EN - 779. Holding frames shall be provided for installing number of filter cells in banks. These cells shall be held within the frames by sliding the cells between guiding channels. Optionally high efficiency filters wherever required can be provided as separate sections.

Additional filter sections comprising of fine filter (MERV 13) with efficiency of 99% down to 3-micron particle size and other super fine filter to be provided as mentioned in the schedule of quantities.

9. UVGI assembly units

Ultraviolet Germicidal Irradiation (UVGI) is a disinfection method that uses short- wavelength ultraviolet (UV) light to kill or inactivate microorganisms by destroying nucleic acids and disrupting their DNA, leaving them unable to perform their vital cellular functions. UVGI can be used to disinfect air with prolonged exposure. Disinfection is a function of UV intensity and time.

10. ELECTRICAL PANEL

The air handling unit shall have inbuilt integrated electrical starter panel with AUTO/Manual override switch for operation. Control cabinet to be provided with Type 2 enclosure, with grounding lug, combination magnetic starters with overload relays, circuit breakers and cover interlock, and fusible control circuit transformer. The electric panel provided for the unit must be equipped with main incoming power isolation switch, additionally the unit must be provided with under voltage / over voltage / phase reversal / single phasing protection in standard for DX systems, all three phase motors must be operated only via 24V / 48V coil voltage contactors and MPCB's, additionally step down transformer must be provided for power supply to the unit controller. The electrical panel must also be providing with relay block for common alarm. The EC fan starter should be as per manufacturer standard.

11. MICRO PROCESSOR CONTROLLER

The controller to be equipped with appropriate capacity processor with minimum 128 MB Flash + 128 MB DDR3 Memory. The controller should have ports for BMS Connectivity using Modbus RTU protocol. The power input to the controller shall be DC 24, with working range of DC 9V-28V, the power consumption should be less than 10W. Display shall be provided as option if specified in the BOQ, in standard the controller / DDC must be compatible to connect to a laptop or display for configuring or viewing unit performance parameters. The controller to have the following outputs:

- Temperature / RH / Pressure / Flow sensors (Air, Water) connectivity as per devices options.
- Power energy meter connectivity (Full point) – optional, if mentioned in the BOQ.
- Sensor Using Rs485 (modbus slave) connectivity.
- CO2/VOC sensor connectivity – optional, if mentioned in the BOQ
- Inverter/VFD connectivity via Rs485 (modbus slave) – optional, if mentioned in the BOQ
- I/O summary upto 250 devices compatible.
- Multiple controller (Slave) connectivity.
- Modbus RTU (485/IP) compatible output to BMS.
- Wireless connectivity of devices through WLAN Adaptor/Switch.
- Password Protection.
- The control should have an auto-restart feature which will return the unit to normal operation resumption of mains power.
- Feedback from sensor etc and regulate the fan speed/ valve opening.
- Automatic load / time and alarm sequencing function to be performed by the unit.
- Microprocessor must have output point for ON/OFF of motorized outlet damper and must be suitable to be integrated with fire point for unit shut off incase receiving signal from fire panel or fire detectors.
- In normal operating mode the screen should display unit number, temperature and relative humidity set points and actual, operating status.

Instrumentation: The following sensors shall be part of AHU package for modulation of fan and control valves 1. Temperature Sensor 2. Pressure Sensor/ DP sensor

12. Thermometer & Pressure Gauge

Thermometer: The mercury in glass industrial type thermometer shall have range of 50 °C for air-conditioning application. These shall be provided at inlet / outlet of chillers & air-handers.

Pressure Gauges: The pressure gauges shall be dial type of 150 mm dia to be installed at inlet / outlet of chillers, condensers, suction and discharge ends of pump-sets. The air-handlers shall have common pressure gauge for inlet & outlet. The pressure gauges shall be connected to the pipes by common dia copper pipe with shut off cocks required for gauges protection during testing.

13. MIXING BOX - OPTIONAL

AHU's requiring mixing boxes as specified in Schedule of Quantities shall be complete with fresh and return air dampers.

14. DAMPER WITH ACTUATOR

Dampers shall be opposed blade type. Blades shall be made GI and assembled within a GI frame. All linkages and supporting spindles shall be made of aluminium or nylon, turning in teflon bushes. Manual dampers shall be provided with a bakelite knob for locking the damper blades in position. Linkages shall be extended wherever specified for motorised operation. Actuators for manual dampers can be provided as mentioned in the schedule of quantities. Damper frames shall be sectionalised to minimise blade warping. Air leakage through dampers when in the closed position shall not exceed 1.5% of the maximum design air volume flow rate at the maximum design air total pressure. Time delay settings for damper On/Off based on signal from unit controller can be provided.

15. Installation

The Ceiling Suspended air handling unit shall be so installed as to transmit minimum amount of vibration to the building structure. **Adequate vibration isolation shall be provided by use of 10mm rubber/neoprene pads and/or vibration isolation spring mountings.**

All equipment shall be supplied as per manufacturer's standard finish paintings.

B. Specification for Piping & Ducting Work

1.0 Water Piping:

1.1 This section deals with supply, installation of pipes, pipe fittings and valves, testing and balancing of all condensers, chilled water, drain water etc., as detailed in specifications. All piping, fittings and valves etc., shall confirm to relevant Indian Standards. The pipes, fittings and valves shall be of approved make.

1.2 Chilled/Condenser water pipes shall be MS "C" class tube confirming to IS: 1239 (Part I) -1991 with latest amendments for sizes up to 150mm. The wall thickness of "C" class M.S.E.R.W Black pipes shall be as follows:

	Nominal Pipe dia. in mm.	Wall thickness of pipe in mm.
(a)	25	4.00
(b)	32	4.00
(c)	40	4.00
(d)	50	4.50
(e)	65	4.50
(f)	80	4.80
(g)	100	5.40

(h)	125	5.40
(i)	150	5.40
(j)	200	6.00

Drain water/make up water pipes shall be PVC with 4 Kg/Cm² pressure rating.

2.0 Pipe Fittings

2.1 General

The pipe fittings for screwed piping shall be malleable iron and for piping with welded joints shall be of weld-able quality. Also, the fittings shall be suitable for same pressure ratings as for the piping system. All bends up to sizes 150 mm dia. shall be of heavy duty readymade.

All bends in sizes 200 mm and above shall be fabricated from the same dia. and thickness of pipe in at least four sections and having a centre in radius of at least 1.5 times diameter of pipes. Fittings such as tees, reducers etc. shall be from the same pipe and at least of length twice the diameter of the pipe.

The dead ends are to be formed with flanged joints and 6 mm thick blank between flange pair for 150mm and over in case here a future extension is to be made. Otherwise, blank end disc 6 mm thicknesses are to be welded with additional stiffness from 50mmX50mm M.S heavy angles. For sizes above 350 mm all ends larger than 400mm dia. shall have dished ends and tested.

2.2 Flanges

All flanges shall be of mild steel as per IS: 6392/71 (with latest amendments) & shall be slip on type welded to the pipes. Flange thickness shall be to suit Class II pressure. 3 mm thick gasket shall be used in between the flanges. Flanged pair shall be used on all such equipments which are required to be isolated or removed for service for example condenser/chilled water pumps, chilling m/c, AHU etc.

All arrangements for connecting pressure gauges and thermometers at the points specified in the above paras shall form part of piping work and the cost thereof including the cost of pressure gauges and thermometers shall be included in the rate/amount quoted for piping.

2.3 Insulation of Pipes:

2.3.1 This section deals with supply and fixing of thermal insulation of pipes etc., as per specification given in this section.

2.3.2 Material of insulation

The insulation material shall be closed cell elastomeric nitrile rubber of minimum 45 Kg / cu m density thermal conductivity 0.037 W/MK or better at 20 deg mean temperature class 'O' insulation applied by suitable adhesive.

3.0 Electrical Motors & Starters:

This section deals with supply, installation, testing and commissioning of all types of motors used for pumps, Air Handling units, starters.,

3.1 Make of motors

- (a) The make of motors shall be one out of the approved list of makes of equipments /materials specified.
- (b) All motors shall be totally enclosed fan cooled (**TEFC**) squirrel cage type and should run at all loads without any appreciable noise or hum. The motor should be IP 54 protection.
- (c) The winding of motors shall be of **Class F** insulation and suitable for local conditions. The design, construction features and testing of the motors shall be as per the latest version of IS 325-1978. The noise level shall not exceed 85db. Motors used should be of Energy Efficient type with not less than **IE3** rated confirming to IS 12615: 2018. The motor shall be suitable designed for use with **VFD**.
- (d) Motors shall comply with IS: 325, IEC 34.1 or BS 2313, IEC 72.1 for foot mounted motors. Routine test certificates shall be furnished for the motor.
- (e) The rating of the motors shall be as indicated in Schedule of Equipment and Bill of Quantities. The motors shall be selected on the basis of ambient temperatures and allowable maximum temperature rise.
- (f) Motor above 1 HP shall be three phase unless otherwise specified. Motors up to and including 5HP shall have DOL starter and above this rating shall have star/delta starter. All power/control cables and wires should be of FRLS/FRLSH grade.
- (g) All motors shall be rated for continuous duty as per IS 325. Motor shall be suitable for operation on 415 Volts \pm 10% 3 phase, 50Hz \pm 5%, AC supply (or 230 Volts, 50 Hz SP AC supply). The motor shall be specially designed for quiet operation and motor speed shall not exceed 1440 RPM \pm 5%.
- (h) Motors shall be provided with cable box suitable to receive Aluminium conductors, PVC insulated, PVC sheathed and armoured cables.
- (i) All motors shall be provided with combination of Ball and Roller Bearing. Suitable grease nipples for re-greasing the bearing shall be provided.
- (j) Motors above 0.25 HP with over current protection. Motors above 100 HP shall be provided with full thermal protection and thermistor detector in the stator winding.

3.2 Motor Starters

- (a) The type of starter to be used shall be as follows unless otherwise specified.

Type of Motor	Starting Current	Starting Method
Squirrel cage motor up to 05 HP	6 times of full load current	Direct on Line
Above 05 HP	2.5 times of full load current	Star Delta

- (b) All starters shall confirm to IS 1882. The starter shall be enclosed in sheet metal enclosure or mounted inside the cubicle MCC which would be dust vermin proof etc.,
- (c) All starters should be of voltage and frequency as specified.
- (d) All starters shall have integral stop/start push buttons of international colour code.

- (e) Contactors shall have number of poles as required for appropriate duty. Contacts could be made of solid silver faced and should be suitable for at least 40 contacts per hour.
- (f) All starters shall be provided with thermal overload relay.
- (g) All starters (Star/Delta) shall have adjustable timers.
- (h) Terminal blocks with integral insulating barrier shall be provided for each starter.
- (i) For Squirrel cage motors DOL/Star-Delta/Soft starters shall be provided as specified above. Starters shall be air break type compatible to the drive and driven equipment.**
- (j) Extra contact for interlocking purpose shall be provided in the starter.

3.3 Installation of motors:

- (a) The motor and drive machine shall be fixed on slide rails to facilitate belt and other adjustments.
- (b) Vibration isolation arrangement shall be provided.
- (c) The installation of motor shall be carried out as per IS 900.
- (d) The motor with driving equipment shall be mounted on foundation and connected to each other with flexible coupling with guard.
- (e) All motor shall be wired as per specifications. Earthing of motor frame shall be done with GI/Copper strips as specified in Bill of Quantities.

4.0 Ducting works:

4.1 The duct work shall be fabricated out of galvanized steel sheet (GSS), class VIII conforming to IS 277-1962(revised). The fabrication of duct shall strictly conform to IS 655- 1963. The thickness of the sheet for fabrication of rectangular duct work shall be as under:

Maximum side mm	Thickness of sheet mm	Type of transverse joint connections	Bracing (if any)	Size of supports (hanging rods)
1	2	3	4	5
Up to 400	0.63	25 mm GSS flanges	None	10 mm
401 to 800	0.63	25 x 25 x 3mm MS angle flanges	25 x 25 x 3mm MS angle at 1.2m	10 mm
801 to 1500	0.8	40 x 40 x 3mm MS angle flanges	40 x 40 x 3mm MS angle at 1.2m	12 mm
1501 to 2250	1.00	50 x 50 x 6mm MS angle flanges	40 x 40 x 3mm MS angle flanges	16 mm

2251 and above	1.25	50 x 50 x 6mm MS angle flanges	40 x 40 x 3mm MS angle flanges	16 mm
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4.2 The following points should be also taken into account while fabrication of ducts.

- a. All ducts shall be fabricated and installed in workman like manner, generally confirming to the relevant IS code.
- b. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made airtight. The rubber gasket shall be installed between duct flanges in all connections and joints.
- c. Changes in dimensions and shape of ducts shall be gradual. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence. All branch take offs and collars shall be provided with turning vanes. All flanges and supports should be primer coated on all surfaces before erection and painted with aluminum paint thereafter.
- d. All ducts shall be supported from the ceiling/slab by means of MS rods of dia. 9mm with M.S angle at the bottom (As per requirement at site). The ducts may be suspended from the ceiling with the help of dash fasteners.
- e. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking. Ducts up to 610 mm width shall have a minimum of 40X40X3 mm angle support and ducts larger than this shall have 50 x 50 x 6mm angle support.
- f. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to AHUs that may cause vibrations in the ducts, ducts shall be provided with fire resistant flexible double canvas connection of minimum 150 mm long securely bonded and bolted on both sides.

5.0 Thermal insulation on duct:

The insulation material shall be 13 mm thick chemically cross linked closed cell polyethylene FR-XPE fire retardant grade with minimum density of 33+/- 3 Kg/Cu.m, thermal conductivity of 0.035W/m.K and water vapour diffusion resistance factor (μ) ≥ 6000 , laminated with aluminum foil using Pidilite make SSR 998 adhesive liquid. The material should be free from ozone depleting substances (CFC/HCFC).

Seal & Signature of company

Name

Designation

Date:

Schedule of Technical Deviations

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

Sr.	Section	Clause	Deviation proposed
No.	No.	No.	
1	2	3	4

Seal & Signature of company

Name

Designation

Date

Section VIII

7.1 Data to be furnished by the Bidders

S.No	Description	To be filled by the bidder (Mandatory)
1.	Make of AHU	
2.	Model Number of AHU	
3.	Material and thickness (inner/outer) of body construction	
4.	Capacity of the AHU unit in CFM	
5.	Capacity of the AHU unit in TR	
6.	Size of the AHU unit (LXBXH) in mm	
7.	Thickness of insulation material (PUF)	
8.	Material of drain pan construction	
9.	Thickness of drain pan material	
9.	Number of pre filters	
10.	Size of pre filters (LXBXH) in mm	
11.	Thickness of filters in mm	
12.	Type and specification of pre filters	
13.	Fan Type	
14.	Fan Make	
15.	Fan dia./sweep area in mm	
16.	Fan speed in RPM	
17.	Fan rating in HP/KW	
18.	Number of fans	
19.	Static pressure in mm of wg	
20.	Motor Make	
21.	Motor type	
22.	Motor capacity in HP/KW	
23.	Motor RPM	
24.	Starter type	
25.	Starter make	
26.	Drive	
27.	Filter area (Sq.ft)	
28.	Velocity over filters	
29.	Pressure drop over filters in mm	
30.	Coil make	
31.	Thickness of coil/tube in mm	
32.	Coil rows	
33.	Material of Tube	
33.	Tube length in mm	
34.	Tube outer diameter in mm	
35.	Fin material	
36.	Fin spacing in Fins per inch (FPI)	
37.	Number of coils	
38.	Accessories and controls	
	(a) Pulley and V-belt	
	(b) canvas connection for ducts	
	(c) Anti vibration pads	

39.	Bearing Ball/roller		
40.	Make of bearings		
41.	Duct Insulation	Thermal	Acoustic
a.	Manufacturers Name		
b.	Material		
c.	Density Kg/Cm		
d.	Thermal Conductivity Kcal/H deg.C		

Section IX
Make of Materials

8.1 List of approved makes of materials

The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval. However, any material carrying valid ISI marking and confirming to the latest IS standards and similar in specifications and cost shall be considered equivalent and shall be allowed based at discretion of the Bank.

Sr. No	Item Description	Approved make (Please tick on any one)
1.	AHU	Zeco/Bluestar/Carrier/Voltas/ETA/Edge Tech/Waves/ Systemair or equivalent make as approved by the Bank's Engineer.
2.	Fan make	Kruger/Nicotra/Lau Comferi / Greenheck/ ZIEHL-ABEGG / EBM-PAPST
3.	Motor make	ABB/Siemens/Kirloskar/Crompton/ ZIEHL-ABEGG / EBM-PAPST
4.	Power Cables	CCI/Finolex/Polycab/Universal/Gloster
5.	Control cables	CCI/Finolex/Polycab/Gloster
6.	MCCB/MCB/RCCB	Legrand/ABB/Schneider/Hager
7.	GI Sheets	TATA/JINDAL/SAIL
8.	Insulation material	U.P.Twiga/Owen Carning/K-flex /Armacell or equivalent make as approved by the Bank's Engineer.
9.	MERV- 13 filter	Mechmaark, Thermadyne, Spectrum
10.	CPVC pipe & Fittings	Supreme/Astral/Plasto/ Finolex
11.	SS pressure gauge	H.Guru/Fiebig/Emrald
12.	Thermometer	H.Guru/Fiebig/Emrald
13.	M.S pipe	Tata/Jindal/Sail
14.	Pressure Independent Balancing Cum 2-Way Modulating Control Valve (Single Body)	Danfoss / Flowcon / Advance-Pettinaroli/ Honeywell/siemens
15.	Butterfly / Balancing Valve	Advance / Audco / UTAM & VTM
16.	Fire & Smoke Damper Spring Type	Servex / Airflow / Dynacrfat / equivalent
17.	Fire Damper Actuator	Belimo / Siemens / Danfoss/ Airflow/ equivalent
18.	Extruded aluminum grills / Diffusers	Servex / Airflow / Dynacrfat / Pineair
19.	Closed Cell Fire Retardant XPE	Paramount / Supreme / Trocylene
20.	Nitrile Rubber Insulation	Armaflex / Vidoflex / Kaiflex
21.	GSS Sheet	Sail / Tata / Jindal
22.	Factory Fabricated Duct	Rolastar / Zeco / Waves/Technofab
23.	Vibration Isolation Spring & Flexible Pipe Connector	Resistoflex / Dunlop / Emerald
24.	Dash Fasteners	Canon / Fisher / TKS

- Motors used should be of Energy Efficient type with not less than IE3 rated confirming to IS 12615: 2018.

Check List
Schedule of Commercial Conditions

Sr. No.	Description	Bank's terms	Whether acceptable to the bidder or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	Rs.38068/- will be collected from all the bidders along with the tender.	
3.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period.	
4.	Completion period	Three months from 14 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	₹680/- per day of delay subject to maximum of 10% of contract value.	
6	Penalty during warranty	₹1,000/- per day if defect is not rectified within 24 hours of intimation, subject to maximum of Rs.10,000/- per instance.	
7	Guarantee	One year after the date of virtual completion.	
8	Factory & field tests	As per para 22, Section II of Commercial conditions	
9	Terms of payment	As per para 23, Section II of Commercial conditions.	
11	Insurance	Shall include for <ol style="list-style-type: none"> 1. Contractor All Risk Policy including supply, transit, storage, erection, testing and commissioning etc., & Fire Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions 	

Place:

Date:

Seal and Signature of the Bidder

CLIENT’s CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/

Good/Satisfactory/poor
 - ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
 - ii) If yes, total amount of claim
 - iii) Total amount awarded

13	Comments on the capabilities of the contractor.	
a)	Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/Poor
b)	Financial soundness	Outstanding/Very Good/ Good/Satisfactory/Poor
c)	Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/Poor
d)	Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/Poor
e)	General behavior	Outstanding/Very Good/ Good/Satisfactory/Poor

Note: (i) All columns should be filled in properly countersigned.

(ii) The Client Certificates should be submitted for each of the Prequalification work/s.

(iii) The client's certificate shall be signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and the client's certificate issued by the private organizations shall also accompany **Tax Deducted at Source (TDS)** certificate.

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(On Bankers' Letter Head)

To,

Regional Director,

Reserve Bank of India,

Dehradun

This is to certify that to the best of our knowledge and information M/s. /Shri_____ is a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹20.00 Lacs). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:

- 1. Bankers' certificates should be on letter head of the Bank.**
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank**

Proforma for Bank Guarantee In Lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____

(hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai - 400 001, India (hereinafter referred to as the Bank).

WHERE AS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tenders for Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the work of Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

नियम एवं शर्तों के अधीन करार Articles of Agreement

यह करार वर्ष 2025 का _____ तारीख को देहरादून में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका कार्यालय प्लॉट नं 16 व 17, आई० टी० पार्क, _____ -देहरादून 248001, में है (जिसे आगे बैंक कहा जाएगा) तथा द्वितीय पक्षकार मेसर्स ----- जिसका पंजीकृत कार्यालय ----- में स्थित है जिसे आगे "ठेकेदार" कहा जाएगा) के बीच किया जाता है।

ARTICLES OF AGREEMENT made theday of....., 2023 between the Reserve Bank of India (hereafter called "Bank") having its office at Plot no. 16 & 17, IT Park Shashtradhara Road, Dehradun- 248001 on the one part and M/s _____ having its Registered Office at _____ (Thereinafter called "the Contractor") on the other part.

चूंकि,

नियोक्ता, बैंक के कार्यालय आई० टी० पार्क देहरादून - 248001 में Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun का इच्छुक है जिसे और (आगे उक्त कार्य कहा जाएगा) उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि संख्या _____ से, तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. and where as the said drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और चूंकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत हो गया है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है (जिसे आगे सामूहिक रूप से "उक्त शर्तें" कहा जाएगा), उक्त ड्राइंग में दर्शाए गए और / या उक्त विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर परिमाणों की सूची में शामिल, राशि के बराबर या इस तरह का अन्य योग (जिसे आगे "उक्त अनुबंध राशि" कहा जाएगा) इसके लिए देय हो जाएगा।

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

2.1. नियोक्ता ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.2. उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ मुख्य महाप्रबंधक, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिजर्व बैंक, से है और किसी भी कारण से इस अनुबंध के प्रयोजन हेतु उनको आर्किटेक्ट नहीं होने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा उक्त प्रयोजन के लिए नामित किया जाएगा, जो ऐसा व्यक्ति नहीं होगा जिस पर ठेकेदार किसी कारण से आपत्ति उठाए और नियोक्ता उसे उपर्युक्त माने, बशर्ते कि कोई व्यक्ति अथवा व्यक्तियों जिसे बाद में आर्किटेक्ट के रूप में नियुक्त किया गया हो उस समय लिखित में दिए गए किसी भी पिछले निर्णयों या अनुमोदन या निर्देश को अनदेखा या ओवररूल करने का अधिकार नहीं होगा।

The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

2.3. उक्त शर्तों और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और ठेकेदार के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं को उक्त शर्तों के समक्ष प्रस्तुत करेंगे और उक्त शर्तों के अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

2.4. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

The said Conditions, Annexures and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.5. मूल निविदा दस्तावेज की धारा II, III, IV, V, VI, VII, VIII और IX तक के साथ यहां उल्लिखित ड्राइंग, करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार रहेंगे, जो निविदा दस्तावेज में उल्लिखित उपकरणों के जीवनकाल तक मान्य रहेंगे।

The drawings, agreement and documents mentioned herein along with the Sections II, III, IV, V, VI VII, VIII and IX of the original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही काम का एक हिस्सा है, लेकिन यह Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun के संबंध में काम करने हेतु एक संविदा है, जिसके लिए दर अनुसूची और प्रोबेबल क्वान्टिटी या उक्त शर्तों में निहित दरों/राशि के अनुसार भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun, to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

2.7. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

2.8. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

2.9. समय अवधि इस करार का महत्वपूर्ण भाग माना जाएगा और ठेकेदार यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 14वें दिन से कार्य प्रारम्भ कर देगा और समय के विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य तीन महीने के भीतर पूरा करेगा, अन्यथा नियोक्ता उक्त शर्तों के अनुसार परिसमापन क्षति की वसूली करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within **03 months** subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस संविदा के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, देहरादून कार्यालय में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Dehradun.

2.11. इस करार या इससे संबंधित सभी विवाद लखनऊ में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ देहरादून कार्यालय में स्थित न्यायालयों को होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Dehradun and only Courts in Dehradun shall have jurisdiction to determine the same.

2.12. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ और पूरी तरह से समझ लिया गया है।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

2.13. गैर प्रकटीकरण खंड Non-disclosure clause:

ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप में किसी भी सूचना / प्रणालियों / , सामग्री तथा विवरण, जो इस करार के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान ठेकेदार के संज्ञान में आ सकते हैं, का खुलासा तृतीय पक्ष को नहीं करेगा तथा हर समय इस कठोर विश्वास को बनाए रखेगा। ठेकेदार लागू कानून के अनुपालन तथा दायित्व का निर्वहन करने के लिए वर्तमान आवश्यकता के अतिरिक्त करार के विवरण को निजी और गोपनीय मानेगा। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी स्थान पर अथवा किसी भी व्यापार अथवा तकनीकी दस्तावेज़ में कार्य के किसी भी विवरण को प्रकाशित करना, प्रकाशित करने की अनुमति तथा खुलासा नहीं करेगा। किसी भी गोपनीय सूचना के प्रकटीकरण के परिणामस्वरूप बैंक को हुए किसी भी नुकसान की क्षतिपूर्ति ठेकेदार करेगा। उपरोक्त का पालन करने में विफल होने पर इसे ठेकेदार की ओर से करार का उल्लंघन माना जाएगा तथा बैंक नुकसान का दावा करने तथा कानूनी कदम उठाने के लिए पात्र होगा। ठेकेदार इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में ठेकेदार की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.14. यौन उत्पीड़न खंड Sexual harassment Clause:

अ) ठेकेदार, “कार्य स्थल पर महिलाओं का यौन उत्पीड़न (रोकथान, निषेध और निवारण) अधिनियम, 2013” के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगा। बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत ठेकेदार / एजेंसी या स्थानीय शिकायत समिति द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी जैसे भी मामला हो और ठेकेदार / एजेंसी के शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाई सुनिश्चित करेगा।

आ) बैंक के किसी कर्मचारी या बैंक में कार्यरत किसी अन्य फर्म के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीडित कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संग्रहण लिया जाएगा।

इ) ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसका भुगतान करने की आवश्यकता हो सकती है। यदि घटना में ठेकेदार के कर्मचारी शामिल हैं, उदाहरण के लिए बैंक के कर्मचारी या अन्य फर्म के कर्मचारी को कोई मौद्रिक राहत, यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित होती है।

ई) कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए ठेकेदार जिम्मेदार होगा।

उ) ठेकेदार बैंक के परिसर में तैनात कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध कराएगा।

a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.

d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

2.15. अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले

कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.16 मैं _____ कि _____ मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं है तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित करने और साथ ही ऐसे वेतन का भुगतान और सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूरित रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव करूंगा/करूंगी।

I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है।
If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof

यदि ठेकेदार एक कंपनी हो	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name and designation)

.....

.....की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, देहरादून कार्यालय

Reserve Bank of India, Dehradun

(गवाह/Witness)

(2)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, देहरादून कार्यालय

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए
If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners
निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

बैंक, ठेकेदार के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Details of similar qualifying works executed during the last 5 years

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number & contact person of the firm

(Attach sheet if required)

Signature and Seal of the tenderer

Complaint Escalation Matrix

	Name & Designation with Address	Contact Details (Mobile/Landline)	Email ID
Level 1			
Level 2			
Level 3			
Level 4			

Place:

Date:

Seal and Signature of the Contractor

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.

(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder Name/(s)

Stamp/Seal of the Bidder

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified.

UNDERTAKING

(Regarding Site Visit by The Tenderer in Order to Understand the Work)

To,
The Regional Director
Reserve Bank of India
Estate Department
Dehradun, 248001

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning of 02 No's Air Handling Unit (AHU) system at Bank's Main Office Building, RBI, Dehradun.

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing Air handling Unit working presently and also the scope of work for the proposed AHU.

Yours faithfully,

()
Authorized signatory
(Name and address of the company with Company Seal)
Date

Note: The firm needs to visit the site and get this document signed by Bank's Engineer before submission.

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

The Regional Director

Reserve Bank of India

Dehradun-248001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR

_____ only) furnish able to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for Supply, Installation, Testing and Commissioning of 02 No’s Air Handling Unit (AHU) at Bank’s Main Office Building, RBI, Dehradun as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights

under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED For & on behalf of

(For & on behalf of the above named Bank) (Banker's Name & Seal)

Branch Manager (Banker's Seal with Address)

Unpriced Bill of Quantity

Name of the Work: Supply, Installation, Testing and Commissioning 02 No's of Air Handling Unit (AHU) at Bank's Main Office building, RBI, Dehradun.

Unpriced Bill of Quantity			
Sr. No.	Description of Items	Quantity	Unit
1	Supply, installation, balancing and commissioning of factory fabricated GSS sheet metal rectangular/round ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports etc. as per approved drawings and specifications of following sheet thickness including suitable size MS Bracket structure to fix on Wall or hanging as required complete testing etc as required		
(a)	Thickness 0.63 mm sheet	70	Sqms
(b)	Thickness 0.80 mm sheet	40	Sqms
2	Supply, installation, balancing and commissioning of site fabricated GSS sheet metal rectangular/round ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports etc. as per approved drawings and specifications of following sheet thickness including suitable size MS Bracket structure to fix on wall or hanging as required complete testing etc as required		
(a)	Thickness 0.63 mm sheet	30	Sqms
(b)	Thickness 0.80 mm sheet	10	Sqms
3	Supplying & fixing of powder coated extruded aluminium Supply Air Grills with aluminium volume control dampers as per specifications.	8	Sqm
4	Supplying, fixing testing commissioning of Return air diffusers of powder coated aluminium without volume control dampers with anti smudge ring & removable core	4	Sqm
5	Supply and fixing of acoustic lining of supply air duct and plenum with 25 mm thick resin bonded glass wool having density of 32 kg/m ³ , with 25 mm X 25 mm GI section of 1.25 mm thick, at 600 mm centre to centre covered with Reinforced Plastic tissue paper and 0.5 mm thick perforated aluminum sheet fixed to inside surface of ducts with cadmium plated nuts, bolts, stick pins, CPRX compound etc. complete as required and as per specifications.	25	Sqm
6	Supplying and fixing of following thickness duly laminated aluminum foil of mat finish closed cell Nitrile rubber (Class "O") insulation on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self adhesive nitrile rubber tape insulation complete as per specifications and as required, above. Valves should have pressure rating of 25 Bar minimum.		

	19mm	70	Sqm
7	Supplying, laying/ fixing, testing and commissioning of following nominal sizes of chilled water piping MS 'C' class as per IS :1239 inside the building (with necessary clamps, vibration isolators and fittings but excluding valves, strainers, gauges etc.) duly insulated with following closed cell elastometric nitrile rubber of minimum 45 Kg / cu m density thermal conductivity 0.037 W/MK or better at 20 deg mean temperature class 'O' insulation applied by suitable adhesive complete including repairing of damage to building etc. as per specifications and as required complete in all respect.		
	32mm dia (19 mm thick insulation)	25	mtr
8	BUTTERFLY VALVE (MANUAL) with C I body SS Disc, Nitrile Rubber Seal & O-Ring PN 16 pressure rating for chilled water/hot Water circulation as specified		
	32 mm dia	4	Each
9	BALANCING VALVE WITH BUILT IN MEASURING FACILITY with CI body flanged construction with EPDM coated disc with long pitch with protected out pipe insulation & PN 16 pressure rating for chilled / hot water circulation as specified.		
	32 mm dia	2	Each
10	Y -STRAINER of Ductile CI Body flanged ends with stainless steel strainer for chilled/ hot water circulation including insulation as specified.		
	32/40 mm dia	2	Each
11	Providing and fixing in position the industrial type pressure gauge complete as required	4	Each
12	Providing & fixing in position the mercury in glass industrial type thermometer complete as required	4	Each
13	Supplying, Fixing, testing and commissioning of fire dampers in supply air duct/main branch and return air path as and where required of required sizes i/c control wiring, the damper shall be motorized and spring return so as to close the damper in the event of power failure automatically and open the same in case of power being restored. The spring return action shall be inbuilt mechanism and not externally mounted. The damper shall also be closed in the event of fire signal complete as required and as per specifications		
	Fire Damper	2	Each
	Actuator	2	Each
14	Supplying and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case		
	25 mm	150	Mtr

15	Supplying & Laying following sizes XLPE insulated and PVC sheathed Al conductor armoured power cable of 1.1 KV grade cable in existing DWC/GI pipe /on surface etc as reqd.		
	4 X 10 Sq.mm	80	Mtr
16	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed XLPE aluminium conductor cable of 1.1 KV grade as required.		
	4X 10 sq. mm (25mm)	4	Each
17	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	160	Mtr
18	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.		
	In gratings, frames, guard bar, ladder, railings, 100 brackets. gates and similar works	100	kg
19	Supply, installation, testing & commissioning of factory fabricated Double Skinned Chilled Water Air-handling unit Ceiling Suspended type in the existing HVAC system fabricated out of extruded aluminium section with 1.00 mm pre-plasticized pre-coated Galvanised steel sheet outside & 0.8mm plain Galvanised steel sheet inside with blower, blower section & Blower shall be Direct driven backward curved EC fan (Electronically commutated) with IE3 motor for stepless variation of speed of fan based on temperature pressure sensor inputs The fan section shall be provided with limit switch for safety to shut off fan during Opening of access door 6 Row cooling coil made of Aluminium finned Copper tube with coil section, the chilled water coil shall be with hydrophilic coating, pre-filter section with non woven synthetic media of 10 micron particle size with an efficiency of 90%. polished stainless steel drain pan made out of 22G sheet duly insulated, without face & bypass dampers. The AHU panels shall be 25mm +/- 2mm thick double skin sandwich panels with rockwool insulation of density 60 kg/cum. The motor & blower assembly shall be mounted on Aluminium extruded section only. The complete AHU shall conform to standard specification. The face velocity across cooling coil shall be limited to 152MPM maxm. Including suitable size MERV 13 filter and UVGI lamp The capacity of Air-handlers shall be as follows:		
	Electrical starter: Built in starter panel with Auto/ Manual Switch and incoming power terminal provisions must be provided as integral part of the AHU. Instrumentation Kit to be provided to give out the following option		
1	Supply air temperature		
2	Return air temperature		
3	Chilled water in temperature		
4	Chilled water out temperature		
5	DP switch across filter for filter clog		

	Controller module with RS 485 port compatible with BMS, on board protocol with touch screen to display following		
1	EC/DIDW fan operation status		
2	Chilled water valve operation status		
3	AHU Aiflow (CFM)		
4	AHU power consumption		
5	Chilled water in/out Temp		
6	Common Alarm		
	Controller shall also have fire trip alarm to shut AHU incase of signal from fire panel		
	Capacity - 3500 CFM		
	Pressure - 50 mm		
	Coil Row - 6		
	KW -2.2	2	Nos.
20	Supply, installation, testing and commissioning of two way motorized valves duly insulated (50 mm thick EPS , 20 Kg / meter ³ with modulating moter in cooling coil & heating Coil of air handling units with actuator & electronic modulating thermostat with digital display along with transformer of following size.		
	32 mm dia	2	No.
21	Dismantling the existing 2x2 grid false ceiling i/c i/e. frame work structure removing as required i/c refixing the same complete i/e minor materials i.e. 2x2 calcium silicate false celing & their support in existing sized & shade completed as regd.	50	Sqm
22	Providing and fixing 25 mm dia CPVC pipe for sweating water drain from the existing split type AC indoor unit with clamp etc complete as required including insulation	45	Mtrs
23	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, singie core cable in surface/ recessed steel conduit as required.		
	2 X 4 sq. mm + 1 X4 sq. mm earth wire	20	Mtr

Note: All the intending bidders may visit the site of installation and acquaint themselves of the site conditions before quoting the rates.



Reserve Bank of India

Estate Department

Dehradun

E-tender for

**Supply, Installation, Testing and Commissioning of 02 No's
Air Handling Unit (AHU) at Bank's Main Office Building, RBI, Dehradun**

Price Bid - Part II

RBI/Dehradun/Estate/_____/25-26/ET/_____

Name of the firm: _____

Address: _____

Email: _____ Telephone: _____

Name of contact person: _____

Mobile Number: _____

Opening Date/Time of Part II/ Price bid will be intimated to the bidders by e-mail, if found eligible after scrutiny of Part-I of Tender.

**Supply, Installation, Testing and Commissioning of 02 No's
Air Handling Unit (AHU) at Bank's Main Office Building, RBI, Dehradun.**

Schedule of Quantity					
Sr. No.	Description of Items	Quantity (A)	Unit	Rate per unit (all inclusive) in ₹(B)	Amount (A*B)
1	Supply. installation, balancing and commissioning of factory fabricated GSS sheet metal rectangular/round ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports etc. as per approved drawings and specifications of following sheet thickness including suitable size MS Bracket structure to fix on Wall or hanging as required complete testing etc as required				
(a)	Thickness 0.63 mm sheet	70	Sqms		
(b)	Thickness 0.80 mm sheet	40	Sqms		
2	Supply, installation, balancing and commissioning of site fabricated GSS sheet metal rectangular/round ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports etc. as per approved drawings and specifications of following sheet thickness including suitable size MS Bracket structure to fix on wall or hanging as required complete testing etc as required				
(a)	Thickness 0.63 mm sheet	30	Sqms		
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3	Supplying & fixing of powder coated extruded aluminium Supply Air Grills with aluminium volume control dampers as per specifications.	8	Sqm		
4	Supplying, fixing testing commissioning of Return air diffusers of powder coated aluminium without volume control dampers with anti-smudge ring & removable core	4	Sqm		
5	Supply and fixing of acoustic lining of supply air duct and plenum with 25 mm thick resin bonded glass wool having density of 32 kg/m ³ , with 25 mm X 25 mm GI section of 1.25 mm thick, at 600 mm centre to centre covered with Reinforced Plastic tissue paper and 0.5 mm thick perforated aluminum sheet fixed to inside surface of ducts with cadmium plated nuts, bolts, stick pins, CPRX compound etc. complete as required and as per specifications.	25	Sqm		

6	Supplying and fixing of following thickness duly laminated aluminum foil of mat finish closed cell Nitrile rubber (Class "O") insulation on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self adhesive nitrile rubber tape insulation complete as per specifications and as required, above. Valves should have pressure rating of 25 Bar minimum.				
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	32/40 mm dia	2	Each		
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13	Supplying, Fixing, testing and commissioning of fire dampers in supply air duct/main branch and return air path as and where required of required sizes i/c control wiring, the damper shall be motorized and spring return so as to close the damper in the event of power failure automatically and open the same in case of power being restored. The spring return action shall be inbuilt mechanism and not externally mounted. The damper shall also be closed in the event of fire signal complete as required and as per specifications				
	Fire Damper	2	Each		
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	25 mm	150	Mtr		
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	4X 10 sq. mm (25mm)	4	Each		
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2	Return air temperature	
3	Chilled water in temperature	
4	Chilled water out temperature	
5	DP switch across filter for filter clog	
	Controller module with RS 485 port compatible with BMS, on board protocol with touch screen to display following	
1	EC/DIDW fan operation status	
2	Chilled water valve operation status	

3	AHU Aiflow (CFM)				
4	AHU power consumption				
5	Chilled water in/out Temp				
6	Common Alarm				
	Controller shall also have fire trip alarm to shut AHU incase of signal from fire panel				
	Capacity - 3500 CFM				
	Pressure - 50 mm				
	Coil Row - 6				
	KW -2.2	2	Nos.		
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	32 mm dia	2	No.		
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23	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, singie core cable in surface/ recessed steel conduit as required.				
	2 X 4 sq. mm + 1 X4 sq. mm earth wire	20	Mtr		
	Total Amount (inclusive of all)				
	Total Amount (inclusive of all) (in Words)				

Place:

Signature of Tenderer

Date:

Name

Name of firm with Seal

Designation