



## भारतीय रिज़र्व बैंक संपदा विभाग चेन्नै

### ई-निविदा आमंत्रित करने की नोटिस

‘बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग’ कार्य के लिए सीमित ई-निविदा आमंत्रित करता है। निविदा प्रक्रिया केवल एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://www.mstcecommerce.com/eprocn>) के माध्यम से ही की जाएगी। सभी इच्छुक बोलाकर्ताओं को निविदा प्रक्रिया में शामिल होने के लिए एमएसटीसी लिमिटेड में उपर्युक्त वेबसाइट के माध्यम से पंजीकरण करना होगा। कार्य के मुख्य विवरण जिसके लिए बोलियां आमंत्रित की जाती हैं और बोलीदाताओं के लिए महत्वपूर्ण निर्देश निम्नानुसार हैं :

i.	ई-निविदा सं .	आरबीआई/चेन्नई क्षेत्रीय कार्यालय/संपदा/5/24-25/ईटी/182 [ 4 कैसेट और 10 स्प्लिट एसी की एसआईटीसी ]
ii.	कार्य का नाम और अवस्थिति	बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
iii.	निविदा आमंत्रण करने वाले प्राधिकारी का नाम व पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16, राजाजी सालै, चेन्नै – 600001, दूरभाष नं :.044 –2539 9250 /9922 ई-मेल आईडी : <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
iv.	निविदा की अनुमानित लागत	<b>₹21.69 लाख (जीएसटी सहित)</b>
v.	बयाना जमा राशि( ईएमडी)	उद्धृत राशि का 2% केवल सफल बोलीदाता द्वारा जमा किया जाएगा।
vi.	कार्य पूरा करने की अवधि	कार्य आदेश के 10 वें दिन से 30 दिन
vii.	(क) निविदा दस्तावेज की उपलब्धता और ई-निविदा पद्धति के माध्यम से डाउनलोड / जमा किए जाने हैं।	बैंक के अनुमोदित ई-निविदा पोर्टल द्वारा <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>
	(ख) अवधि जिसके दौरान एमएसटीसी ई-निविदा पोर्टल में निविदा दस्तावेज उपलब्ध होंगे।	09 जुलाई 2024 से 19 जुलाई 2024 को 11 घंटे तक



viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का अनुबंध-ए: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें। ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	<b>16 जुलाई 2024 को 11:00 घंटे</b>
x.	बोली (ऑनलाइन) प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्यगत बोली (भाग-II)	<b>19 जुलाई 2024 को 11:00 घंटे</b>
xi.	तकनीकी- बोली (भाग-I) खोलने की तारीख	<b>19 जुलाई 2024 को 11:30 घंटे</b>
xii.	भाग-II खोलने की तारीख (मूल्यगत बोली)	पात्र बोलीदाताओं को ई-मेल द्वारा सूचित किया जाएगा।
xiii.	निविदा की वैधता	निविदा के भाग-I के खोले जाने की तारीख से 03माह।
xiv.	लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे / एनईएफटी / आरटीजीएस के माध्यम से
xv.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	(i) श्री रमेश एस (एजीएम, संपदा विभाग) 044 - 2539 9922 <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a>  (ii) श्रीमती रेवती कोट्टाकोटा (सहायक महाप्रबंधक -तकनीकी), संपदा विभाग) 044 - 2539 9261 <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a>  (iii) श्री नितिन जे सेबेस्टियन (एएम-इलेक्ट्रिकल) 044-2561 9847 ( <a href="mailto:nithinjsebastian@rbi.org.in">nithinjsebastian@rbi.org.in</a> )  (iv) श्रीमती एन साई समीरा (सहायक प्रबंधक, संपदा विभाग) 044 - 2539 9066 <a href="mailto:saisameeran@rbi.org.in">saisameeran@rbi.org.in</a>

2. पूर्ण विवरण के लिए कृपया निविदा दस्तावेज तकनीकी-वाणिज्यिक बोली (भाग I) और मूल्य-बोली (भाग II) देखें। इसके अलावा शुद्धिपत्र / परिशिष्ट, यदि कोई हो, को बैंक की वेबसाइट <https://www.rbi.org.in/> पर 'निविदाएं' लिंक के तहत और <https://www.mstcecommerce.com/eprocn> पर होस्ट किया जाएगा। बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार



सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

**नोट:** यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में सहभागिता केवल आमंत्रण द्वारा की जानी है और यह चयनित खरीदार इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनपेक्षित प्रस्तावों पर विचार नहीं किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेने के इच्छुक हैं, वे प्रक्रिया के अनुसार भारतीय रिज़र्व बैंक में सूची में शामिल होने के लिए आवेदन कर सकते हैं।

**उमा शंकर  
क्षेत्रीय निदेशक**



## संपदा विभाग Estate Department

### चेन्नै Chennai

(Website: [www.rbi.org.in](http://www.rbi.org.in))

(केवल ई-निविदा e-Tendering only)

निविदा दस्तावेज Tender Document

#### भाग1 PART- I

(To be submitted via MSTC portal only)

**E Tender No: RBI/Chennai Regional office/Estate/5/24-25/ET/182[SITC of 4 caset and 10 Splt AC]**

बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।

Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai.

Date from which e-Tender will be available on MSTC website	July 09, 2024
Validity of the e-Tender for acceptance by the Bank	03 months from the date of opening of the PART- I of the Tender.
Last date of submission of e-Tender	July 19, 2024

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## अस्वीकरण DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, चेन्नै ने इच्छुक पार्टियों को करार के संबंध में एक पृष्ठभूमि-परक जानकारी देने के लिए इस दस्तावेज को तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें अंतर्विष्ट जानकारी को तैयार करने में समुचित सावधानी बरती है, तथापि, इस दस्तावेज में अंतर्विष्ट या इसके बारे में दी गई किसी जानकारी की संपूर्णता या सटीकता के संबंध में न तो भारतीय रिज़र्व बैंक और न ही उसके कोई प्राधिकरण या एजेंसी या संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता कोई वारंटी देते हैं अथवा अभिव्यक्त या विवक्षित रूप से कोई व्यपदेशन करते हैं।

Reserve Bank of India, Estate Department, Chennai has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

इस सूचना का अभिप्राय परिपूर्ण जानकारी देना नहीं है। इच्छुक पार्टियों के लिए ज़रूरी है कि वे स्वयं पूछताछ कर लें और उत्तरदाताओं के लिए अपेक्षित है कि वे लिखित रूप में यह पुष्टि करें कि उन्होंने ऐसा किया है और वे केवल भारतीय रिज़र्व बैंक द्वारा निविदा प्रस्तुत करने हेतु दी गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर दी गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाताओं के लिए बाध्यकारी नहीं है।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक करार के संबंध में आगे बढ़ने या करार के कन्फिगरेशन को बदलने, इस दस्तावेज में दर्शाई गई समय-सारणी को परिवर्तित करने या लागू प्रक्रम या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित रखता है। इस संबंध में रुचि अभिव्यक्ति करने वाली किसी भी पार्टी पर आगे विचार न करने का अधिकार भी बैंक के पास सुरक्षित है।

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

रुचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति अदा नहीं की जाएगी। भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

**महत्वपूर्ण सूचना****निविदा आमंत्रण सूचना**

i.	ई-निविदा सं .	RBI/Chennai Regional office/Estate/5/24-25/ET/182[SITC of 4 caset and 10 Splt AC]
ii.	कार्य का नाम और अवस्थिति	बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
iii.	निविदा आमंत्रण करने वाले प्राधिकारी का नाम व पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16 , राजाजी सालै, चेन्नै – 600001, दूरभाष नं :.044 –2539 9250 /9922  ई-मेल आईडी : <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
iv.	निविदा की अनुमानित लागत	₹21.69 लाख (जी.एस.टी. सहित)
v.	बयाना जमा राशि( ईएमडी)	उद्धृत राशि का 2% केवल सफल बोलीदाता द्वारा जमा किया जाएगा।
vi.	कार्य पूरा करने की अवधि	कार्यादेश के 10वें दिन से 30 दिन
vii.	(क) निविदा दस्तावेज की उपलब्धता और ई-निविदा पद्धति के माध्यम से डाउनलोड / जमा किए जाने हैं।	बैंक के अनुमोदित ई-निविदा पोर्टल द्वारा <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>
	(ख) अवधि जिसके दौरान एमएसटीसी ई-निविदा पोर्टल में निविदा दस्तावेज उपलब्ध होंगे।	09 जुलाई, 2024
viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का अनुबंध-ए: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें।

		ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्य बोली बोली (भाग-II) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	<b>16 जुलाई 2024 को 11:00 घंटे।</b>
x.	ईएमडी जमा करने की अंतिम तिथि	<b>बैंक द्वारा निविदा स्वीकृति पत्र जारी होने की तिथि से 7 दिनों के भीतर।</b>
xi.	बोली( ऑनलाइन) प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली( भाग-I) और मूल्यगत बोली (भाग-II)	<b>19 जुलाई 2024 को 11:00 घंटे।</b>
xii.	तकनीकी -बोली (भाग-I) खोलने की तारीख	<b>19 जुलाई 2024 को 11:30 घंटे।</b>
xiii.	भाग-II खोलने की तारीख (मूल्यगत बोली)	पत्र बोलीदाताओं को ई-मेल द्वारा सूचित किया जाएगा।
xiv.	निविदा की वैधता	निविदा के भाग-I के खोले जाने की तारीख से 03 माह।
xv.	लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पैमेंट गेटवे /एनईएफटी /आरटीजीएस के माध्यम से
xvi.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	(i) श्री रमेश शिवरामन( एजीएम, संपदा विभाग) 044-2539 9922 <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a> (ii) श्रीमती रेवती कोट्टाकोटा( एजीएम-टेक), संपदा विभाग 044-2539 9261 <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a> (iii) श्री नितिन जे सेबेस्टियन (एएम-इलेक्ट्रिकल) 044-2561 9847 <a href="mailto:nithinjsebastian@rbi.org.in">nithinjsebastian@rbi.org.in</a> (iii) श्रीमती एन साई समीरा( सहायक प्रबंधक, संपदा विभाग) 044-2539 9066 <a href="mailto:saisameeran@rbi.org.in">saisameeran@rbi.org.in</a>



**Schedule of e-Tender**

i.	e-Tender No.	<b>RBI/Chennai Regional office/Estate/5/24-25/ET/182[SITC of 4 caset and 10 Splt AC]</b>
ii.	Name and location of the work.	Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai.
iii.	Name & address of tender inviting authority.	The Regional Director, Reserve Bank of India, Estate Department, Fort Glacis, 16, Rajaji Salai, Chennai-600001. Tel No.: 044 - 2539 9250/9922 E Mail id: <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
iv.	Estimated cost put to tender.	<b>₹21.69 lakh (Inclusive of GST &amp; Exclusive of buy-back)</b>
v.	Earnest Money Deposit (EMD).	<b>2% of the quoted amount to be submitted only by the successful bidder.</b>
vi.	Period of completion.	30 days from 10 <sup>th</sup> day of work order
vii.	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal <a href="https://www.mstcecommerce.com/epron">https://www.mstcecommerce.com/epron</a>
	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	July 09, 2024
viii.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the <b>Annexure A: Important Instructions for E – Procurement</b> of the tender document.  e-Tender transaction fee shall be paid in the MSTC Website as applicable.
ix.	Date of Starting of e-Tender for submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	<b>11:00 Hrs. on July 16, 2024.</b>
x.	Last Date of submission of EMD	<b>Within 7 days</b> from the date of issue of Letter of Acceptance of the tender by the Bank.

xi.	Last date and time of submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	<b>11:00 Hrs. on July 19, 2024.</b>
xii	Date & time for opening of Techno-commercial bid (Part I)	<b>11:30 Hrs. on July 19, 2024.</b>
xiii	Date & time for opening of Price-bid (Part II) bid.	Will be communicated subsequently to the eligible bidders through e-mail.
xiv	Validity of the tender	03 months from the date of opening of the PART- I of the Tender.
xv	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.
xvi	Contact details of tender inviting authority personnel.	<p>(i) Shri. Ramesh Sivaraman (AGM, Estate Department) 044 - 2539 9922 <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a></p> <p>(ii) Smt. Revati Kottakota (AGM-Tech), Estate Department) 044- 2539 9261 <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a></p> <p>(iii) Shri. Nithin J Sebastian (AM-Electrical) 044-2561 9847 <a href="mailto:nithinjsebastian@rbi.org.in">nithinjsebastian@rbi.org.in</a></p> <p>(iv) Smt. N. Sai Sameera (AM, Estate Department) 044 - 2539 9066 <a href="mailto:saisameeran@rbi.org.in">saisameeran@rbi.org.in</a></p>

अनुलग्नक ए : ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश/  
**Annexure A: Important Instructions for E – Procurement**

Bidders are requested to read and understand the terms & conditions of this tender before submitting their online tender.

**Process of e-tender:**

**Registration:** It is notified that the current version of MSTC V2 Portal has been upgraded to MSTC V3 Portal with effective from September 1, 2023. Consequently, the V2 portal will no longer be available and the upcoming tenders will be floated only through MSTC's V3 portal. To take part in e-tenders that are published by the Bank, **vendors should register themselves on the MSTC V3 portal, [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)**. Vendors are advised to keep checking the latest guidelines from the website to keep themselves updated. Vendors may also contact the Helpdesk to seek clarification on any point.

The process involves vendor's common registration with MSTC e-procurement portal. Only after registration, the vendor(s) can submit his / her / their bids electronically. Electronic Bidding for submission of the e-tender will be done over the internet. Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**Special Note:** The tender must be submitted on-line through [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn). Vendors will receive a system generated registration acknowledgement mail confirming their registration on their registered mail id which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

**Contact Persons (MSTC Ltd – During Office Hours only):**

1. Shri. Shanmugam - 9176397264  
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran– 9841002253  
Email id: jdamodaran@mstcindia.co.in
3. MSTC Help Line: 9499054101/2/3/4.  
Email id : helpdesk@mstcindia.co.in

**Contact Persons (RBI - During Office Hours only):**

- I. Shri. Ramesh S (Asst General Manager)  
044- 2539 9922 ([sramesh@rbi.org.in](mailto:sramesh@rbi.org.in))
- II. Smt. Revati Kottakota (Asst General Manager – Electrical)

044- 2539 9261 ([revatikottakota@rbi.org.in](mailto:revatikottakota@rbi.org.in))

III. Shri. Nithin J Sebastian (AM-Electrical)  
044-2561 9847 ([nithinjsebastian@rbi.org.in](mailto:nithinjsebastian@rbi.org.in))

IV. Smt. N. Sai Sameera (Assistant Manager)  
044-2539 9066 ([saisameeran@rbi.org.in](mailto:saisameeran@rbi.org.in))

All entries in the tender should be entered online in Technical and Commercial Formats without any ambiguity.

**Special Note towards Transaction fee:**

The vendors shall pay the transaction fee in the portal by selecting the particular tender in the vendor login. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

**Bidding in e-tender:**

- a) **No Earnest Money Deposit is required to be submitted by the intending bidders at the time of bidding.** However, EMD for a sum of 2% of the quoted amount, shall be remitted to the Bank Account of Reserve Bank of India by the successful bidder on confirmation by the Bank that his / her / their tender is accepted by the Bank. The EMD shall be forfeited in case the contractor fails to commence the work awarded to her/him within the prescribed time limit. The EMD paid by the successful tenderer shall be held by the Reserve Bank of India as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD shall be released to the contractor on virtual completion of the work. The account details for NEFT transactions are as follows.

**Beneficiary Name: RBI CHENNAI**  
**IFSC: RBIS0CNPA01**  
**Account No: 186003001**

The successful bidder shall send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in).

Successful bidder may also remit the EMD in the form of a Demand Draft or NEFT or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format prescribed by the Bank (Annexure III) before the due date and time prescribed above.

- b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website <https://www.mstcecommerce.com/eprocn>
- d) Vendors have to submit both the 'Techno-Commercial Bid' & 'Price Bid' in the portal to register the bids.
- e) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- f) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- i) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- j) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprocn> to familiarize them with the system before bidding.

**Vendors are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus, the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.**

**निविदा फार्म/ Form of Tender**

स्थान Place \_\_\_\_\_

दिनांक Date \_\_\_\_\_

क्षेत्रीय निदेशक/ The Regional Director  
भारतीय रिज़र्व बैंक/ Reserve Bank of India  
संपदा विभाग, फोर्ट ग्लेसिस-16,/ Estate Department, Fort Glacis-16,  
राजाजी सालै, पोस्ट बॉक्स संख्या 40/ Rajaji Salai, P.B.No 40  
चेन्नै 600 001/ Chennai-600 001

महोदय/ Dear Sir,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, ड्राइंगों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदादारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं निविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डिजाइनों, ड्राइंगों और डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं ।

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and conditions of Contract and with such materials as are provided for by us, and in all other respects in accordance with such conditions so far as they may be applicable.

**ज्ञापन /MEMORANDUM**

(a)	कार्य का विवरण /Description of work	बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग। Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai.
(b)	अनुमानित लागत(रु)Estimated cost	<b>₹ 21.69 Lakhs</b> (Inclusive of GST & Exclusive of buy-back)
(c)	बयाना / Earnest money deposit	2% की राशि के लिए ईएमडी को बैंक द्वारा पुष्टि करने पर सफल बोलीदाता द्वारा भारतीय रिजर्व बैंक के बैंक खाते में प्रेषित किया जाएगा 2% of the quoted amount, shall be remitted to the Bank Account of Reserve Bank of India by the successful bidder
(d)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश के 10 वें दिन से 30 दिन 30 Days from 10 <sup>th</sup> day of work order.
(e)	परिनिर्धारित हर्जाना Liquidated damages	प्रति सप्ताह निष्पादित कार्य की लागत का 0.25% अनुबंध राशि के अधिकतम 10% के अधीन। 0.25% of the cost of work executed per week subject to a maximum of 10% of the contract amount.
(f)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- 45 दिन Final Bill- 45 days subject to submission of all the necessary documents

- हम इससे भी सहमत हैं कि निविदा खोलने की दिनांक से हमारी निविदा 90 दिनों तक बैंक के लिए स्वीकार करने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है।

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.

- निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित

उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और आपके उत्तराधिकारियों ,समुनेदेशियों या नामितों को अदा करने के लिए सहमत हूँ/हैं ।

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. मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

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. 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.

वर्ष 2024 के.....महीने के.....दिन को हस्ताक्षरित /Dated this \_\_\_day of \_2024

मैसर्स के लिए और उनकी ओर से /For and on behalf of M/s

(सील सहित हस्ताक्षर //(Signature with seal)

नाम /Name \_\_\_\_\_

पदनाम /Designation: \_\_\_\_\_

स्थान /Place \_\_\_\_\_

स्थान /Date \_\_\_\_\_

)उपर्युक्त हस्ताक्षरी की पॉवर ऑफ अटार्नी की प्रमाणित प्रति संलग्न की जानी चाहिए/Certified true copy of the Power of Attorney of the above signatory should be enclosed).

साक्षी /Witnesses

(1) नाम, पता और दिनांक सहित हस्ताक्षर/ \_\_\_\_\_  
Signature with name, address and date \_\_\_\_\_

(2) नाम, पता और दिनांक सहित हस्ताक्षर / \_\_\_\_\_  
Signature with Name, address and date \_\_\_\_\_





## करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, राजाजी साल्दै, चेन्नै 001 600 जिसका केंद्रीय कार्यालय मुंबई 400001 में है) जिसे इसके बाद "नियोक्ता" कहा गया है (और दूसरी ओर से मैसर्स -----  
---) जिसे इसके बाद संविदाकार कहा गया है (के बीच ----- को किया गया

ARTICLES OF AGREEMENT made on ----- between the Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600 001, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and ----- (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता बैंक के मुख्य कार्यालय भवन, चेन्नई में 4 कैसेट प्रकार के एयर कंडीशनर और 10 स्प्लिट प्रकार के एयर कंडीशनर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग। कार्य कराने हेतु इच्छुक है तथा कार्यों को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of '**Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai.** and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

और जबकि कथित विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गये हैं।

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों) जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें "कहा गया है (के अनुसार उक्त विनिर्देशनों और मात्रा अनुसूची में दर्शाए गए काम को निर्धारित संबंधित दर पर गणना का गई कुल राशि पर या ऐसी अन्य देय राशि पर) इसके बाद इसे" तथाकथित संविदा राशि "कहा जाएगा (कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon and subject 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 (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Specification and included in the Schedule of Quantities at the Respective rate 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").

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनजर, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और कथित विनिर्देशनों और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors 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. नियोक्ता, संविदाकार को कथित संविदा राशि अथवा समय- समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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.

- 3 भारतीय रिज़र्व बैंक कार्य के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान और विभिन्न शर्तों के कार्यान्वयन, संविदा की शर्तों के प्रबंध और प्रत्यक्ष पर्यवेक्षण की व्यवस्था करेगा।

The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

4. तथाकथित शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएँगी और इस करार का हिस्सा मानी जाएँगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

The said conditions 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.

5. यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे और ठेकेदार किसी भी संशोधन सुझावों के बिना उक्त शर्तों का अनुपालन करने के लिए सहमत है।

The plans, agreement and documents mentioned herein shall form the basis of this Contract and the Contractor agrees to comply with the said conditions without any modification, suggestions in whatsoever manner.

6. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

7. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।

The Contractor shall afford every reasonable facility for the carrying out of all 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.

8. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।

The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि वह हमारे प्रबंधक) तक (.के साथ परामर्श करके तुरंत ही कार्य शुरू करेगा। कार्य पूरा करने के लिए अनुमेय समय कार्य आदेश जारी करने की 10 वें दिन से 30दिन है। निर्धारित समय अवधि में कार्य पूरा नहीं किए जाने की स्थिति में कार्य के वास्तविक मूल्य के @0.25 % दर से प्रति सप्ताह परिसमापन क्षति के रूप में लगाया जाएगा और इसकी अधिकतम सीमा संविदा मूल्य का 10% होगी। तथापि, यह पार्टियों द्वारा पारस्परिक रूप से लिए गए निर्णय के अनुसार लिखित रूप में (अर्थात् करार विलेख के माध्यम से या पत्र/ ई-मेल आदान-प्रदान करके) बढ़ाई गई अवधि के अधीन है।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work immediately in consultation with our Asst. Manager / Manager (Tech). The time allowed for completion of the work is 30 days which shall be reckoned from the tenth day of issue of work order subject nevertheless to the extension of time in writing by such form (ie. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties, failing which liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Chennai.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

13. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपकरणों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। बैंक की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा।

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this 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.

14. किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और नियोक्ता हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

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.

15. इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

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.

16. प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

17. संविदाकार संविदा श्रम) विनियमन और उन्मूलन (अधिनियम 1970 और इसके अंतर्गत बनाए गए सभी नियमों का पालन करेगा और इसके अंतर्गत सभी आवश्यकताओं को पूरा करेगा। संविदाकार किसी एक दिन कार्य पर लगाए जाने वाले अधिकतम मजदूरों की संख्या के बारे में बैंक को बताएगा। इस संख्या में होने वाली वृद्धि को बिना किसी देरी के बैंक को बताया जाए। यदि कार्य के लिए लगाए जाने वाले मजदूरों की संख्या बीस या उससे अधिक होती है तो संविदाकार क्षेत्रीय श्रम आयुक्त से लाइसेंस प्राप्त करेगा। संविदाकार अपने द्वारा काम पर लगाए गए सभी मजदूरों/कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।

The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Bank the maximum number of Laborers to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay, if the number of laborers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him.

18. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण ( अधिनियम, 2013 के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी। संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

The contractor/ agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (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 and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

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 the Bank's employee, if sexual violence by the employee of the contractor is proved.

21. कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

22. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

23. संविदाकार निम्न के संबंध में भारतीय रिजर्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

i) कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा

Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.

ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा

Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

iii. लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

24. ठेकेदार नीचे उल्लिखित बीमा पॉलिसियों को अपने स्वयं के खर्च पर, भारतीय रिजर्व बैंक और ठेकेदार के संयुक्त नाम (पॉलिसी में भारतीय रिजर्व बैंक का नाम पहले रखा जा रहा है) में काम के आभासी समापन तक वैध लेगा। साथ ही, काम शुरू होने से पहले नियोक्ता के पास भुगतान किए गए प्रीमियम के लिए पॉलिसी और रसीदें जमा करें।

a) अनुबंध की कुल राशि के लिए ट्रांजिट, स्टोरेज, इरेक्शन, टेस्टिंग और कमीशनिंग पॉलिसी (निर्माण सभी जोखिम बीमा (ईएआर))।

- b) कामगार मुआवजा नीति (डब्ल्यूसीपी)  
c) तृतीय पक्ष देयता (टीपीएल) नीति निम्नानुसार सीमा के साथ प्राप्त की जाएगी:  
I. 10,00,000/- काम की कुल अवधि के लिए।  
II. 2,00,000/- प्रति घटना।

The contractor shall take insurance policies mentioned below at their own cost, in the joint names of Reserve Bank of India and the contractor (the name of Reserve Bank of India being placed first in the policy), valid till the virtual completion of work. Also, deposit the policy and receipts for the premium paid with the employer before the commencement of the work.

- a) Transit, storage, erection, testing and commissioning policy (Erection All Risk Insurance (EAR)) for the total amount of contract.  
b) Workmen Compensation Policy (WCP)  
c) Third party liability (TPL) policy shall be obtained with the limits as under:  
I. 10,00,000/- for total duration of the work.  
II. 2,00,000/- per occurrence.

25. विवाद/विसंगति के मामले में, सभी उद्देश्यों के लिए अंग्रेजी में अनुबंध खंड पर विचार किया जाएगा।

In case of dispute/discrepancy, the agreement clauses in English will be considered for all purposes.

26. वारंटी/दोष दायित्व अवधि (डीएलपी): कोई भी दोष या दोष जो काम के आभासी समापन की तारीख से 12 महीने के दौरान प्रकट हो सकता है/या अनुबंध के तहत निर्दिष्ट पूर्ण रूप से आपूर्ति और स्थापना, सामग्री से बैंक के इंजीनियर की राय में उत्पन्न या कारीगरी अनुबंध के अनुसार नहीं है, बैंक के इंजीनियर के लिखित निर्देशों पर, और उसमें निर्दिष्ट उचित समय के भीतर, संशोधित किया जाएगा और ठेकेदार द्वारा अपनी लागत पर और डिफॉल्ट के मामले में ठीक किया जाएगा। इस तरह के दोषों/त्रुटियों और नुकसान, हानि और व्यय को ठीक करने के लिए अन्य व्यक्तियों को नियोजित और भुगतान कर सकता है या इसके परिणामस्वरूप होने वाले खर्च को ठीक किया जाएगा और ठेकेदार द्वारा वहन किया जाएगा और इस तरह के नुकसान, नुकसान और व्यय की वसूली उसके द्वारा की जाएगी। बैंक, या बैंक के इंजीनियरों के प्रमाण पत्र पर लिखित रूप में किसी भी देय राशि या जो ठेकेदार के कारण हो सकता है, से बैंक द्वारा कटौती की जा सकती है। फर्म को किसी भी ब्रेकडाउन कॉल के अलावा डीएलपी अवधि के दौरान 04 मुफ्त सेवा प्रदान करनी चाहिए। ठेकेदार/आपूर्तिकर्ता इस खंड के प्रावधानों के तहत बैंक के इंजीनियर द्वारा किसी भी प्रमाण पत्र पर हस्ताक्षर करने या किसी भी खाते को पारित करने के बावजूद उत्तरदायी रहेगा।

**Warranty/Defect Liability period (DLP) :** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, 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 Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made



good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide **04 free service** during DLP period in addition to any number of breakdown calls. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

## 27. व्यापक वार्षिक रखरखाव सेवा अनुबंध:

एसी यूनिट को अंतिम रूप से सौंपने की तारीख से एक वर्ष की दोष दायित्व अवधि की समाप्ति के बाद, सभी इकाइयां व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत कवर की जाएंगी। बोलीदाता हवा के लिए दोषपूर्ण पुर्जों, कंट्रोलर कार्ड, सर्किट, पीसीबी, एलसीडी डिस्प्ले, रिमोट, कंप्रेसर, पंखे की मोटर, पंखे के ब्लेड बिजली के तारों आदि के प्रतिस्थापन के लिए आवश्यक शुल्कों पर विचार करते हुए व्यापक वार्षिक रखरखाव अनुबंध शुल्क प्रति वर्ष प्रति यूनिट के लिए उद्धृत करेगा। कंडीशनर साइट पर स्थापित।

व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) शुल्क का भुगतान तिमाही आधार पर, संतोषजनक सेवा प्रदान करने के बाद और केयरटेकर/जेई-चुनाव द्वारा विधिवत हस्ताक्षरित सेवा रिपोर्ट प्रस्तुत करने पर किया जाएगा। / आरबीआई अधिकारी। व्यापक वार्षिक रखरखाव अनुबंध दरों को रिज़र्व बैंक मूल्य सूचकांकों के आधार पर संशोधित किया जाएगा।

व्यापक वार्षिक अनुरक्षण अनुबंध एक वर्ष की दोष दायित्व अवधि के सफल समापन से 6 वर्ष की अवधि के लिए वैध होगा।

दोष दायित्व अवधि पूरी होने के बाद पहले वर्ष के लिए व्यापक वार्षिक रखरखाव दर: रुपये। .....  
(सभी लागू करों सहित)।

## Comprehensive Annual Maintenance Service contract:

After expiry of the defect liability period of one year from the date of last handing over of the AC unit, all units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The bidder shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for replacement of defective spares, controller card, circuit, PCB, LCD display, remote, compressor, fan motor, fan blade electrical wires etc. for the air conditioners installed at site.

Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory service and on submission of duly signed service reports by Caretaker / JE-Elect. / RBI Officials. The Comprehensive

Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of 6 years from successful completion of Defect Liability Period of one year.

Comprehensive Annual Maintenance rates for 1<sup>st</sup> year after completion of Defect Liability Period: Rs. .... (Inclusive of all applicable taxes).

स्थितियाँ Conditions	3 TR Cassette & 2TR , 1.5TR Split Type AC's
<p>व्यापक एएमसी तांबे के पाइप, सभी प्रकार के पीसीबी कार्ड और सेंसर, एलसीडी डिस्प्ले, ड्रेन मोटर्स और पाइप, कैपेसिटर, कॉन्टैक्टर, फ्लेयर नट, कनेक्टिंग वाल्व आदि सहित एसी के सभी हिस्सों को कवर करता है।</p> <p>Comprehensive AMC covers all parts of AC including copper pipe, all type of PCB cards &amp; sensors, LCD displays, drain motors &amp; pipes, capacitor, contactor, flare nuts, connecting valves etc.</p>	हाँ Yes
<p>गैस चार्जिंग (टॉप-अप और लीकेज अरेस्ट और फुल गैस की रिफिल आदि)</p> <p>Gas charging (Top-up &amp; leakage arrest &amp; refill of full gas etc.)</p>	एएमसी में शामिल Included in AMC
<p>श्रम, एसी को वापस अच्छी स्थिति में लाने के लिए परिवहन, सामग्री या कोई अन्य कार्य</p> <p>Labour, Transportation, material or any other work for making the AC back to good condition</p>	एएमसी में शामिल Included in AMC
एसी यूनिट की सर्विसिंग Servicing of AC unit	त्रैमासिक Quarterly
ब्रेकडाउन कॉल Breakdown Calls	असीमित Unlimited
एएमसी भुगतान AMC Payment	<p>संतोषजनक सेवा पूर्ण होने के बाद तिमाही।</p> <p>भारतीय रिजर्व बैंक के अधिकृत व्यक्ति द्वारा विधिवत हस्ताक्षरित सेवा रिपोर्ट बिल के साथ संलग्न की जानी चाहिए</p> <p>Quarterly after completion of satisfactory service. Service report duly signed by</p>

	authorized person of RBI should be attached with Bill
एएमसी प्रदान करने की अवधि Period for AMC to be provided	01 वर्ष के डीएलपी के बाद 6 वर्ष की अवधि के लिए For a period of 6 years after 01-year DLP
एएमसी राशि में वृद्धि Hike in AMC amount	तालिका के अंत में दिए गए सूत्र के अनुसार As per the formula given at the end of table
ईमेल/फैक्स/फोन या किसी अन्य माध्यम से शिकायत दर्ज कराने के बाद शिकायत पर ध्यान देने का समय Time for attending the complaint after lodging complaint via email/FAX/Phone or any other means	24 घंटे 24 hours
समय पर शिकायत में भाग नहीं लेने के लिए जुर्माना (इंजीनियर की रिपोर्ट के आधार पर आरबीआई द्वारा जुर्माना माफ किया जा सकता है) Penalty for not attending the complaint on time (Penalty may waive by RBI based on the engineer's report)	200/दिन/एसी यूनिट प्रति वर्ष डी राशि के अधिकतम 25% के अधीन। 200/day/AC unit subject to a maximum of 25% of the amount per year.
यदि मरम्मत के लिए लिया गया समय दो दिनों से अधिक है, तो विक्रेता द्वारा प्रदान की जाने वाली वैकल्पिक एसी इकाई Alternate AC unit to be provided by the vendor in case, if the time taken for repair is more than two days	भारतीय रिजर्व बैंक के अनुरोध के आधार पर विक्रेता को एक वैकल्पिक एसी निःशुल्क उपलब्ध कराना होगा। इस संबंध में कोई अतिरिक्त शुल्क देय नहीं होगा। Vendor has to provide an alternate AC free of cost based on the request from RBI. No extra charges will be paid in this regard.
फर्म का नाम और संपर्क नंबर/ईमेल दर्शाने वाला स्टिकर चिपकाना Pasting of a sticker indicating firm's name and contact number/email	इनडोर और आउटडोर दोनों यूनिट पर चिपकाया जाना चाहिए Should be pasted on both indoor and outdoor unit

सेवा अनुबंध को एक वर्ष की डीएलपी के बाद एक वर्ष की प्रारंभिक वार्षिक सेवा संपर्क अवधि के बाद कम से कम 6 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। ठेके का नवीनीकरण करते समय नई ठेका राशि की गणना निविदा दस्तावेज में दिए गए फार्मूले के आधार पर की जाएगी।

Service contract shall be renewed for a further additional period of at least 5 years after the initial annual service contact period of one year after one-year DLP. While renewing the contract the new contract amount will be arrived at based on following formula given in the tender document.

$$A_C = A_P [(15+60x(EPI_C/EPI_P) +25x(CPI_C/CPI_P))] \times 1/100$$

A <sub>C</sub>	चालू वर्ष के लिए अनुबंध राशि। The contract amount for the current year.
A <sub>P</sub>	पिछले वर्ष के लिए अनुबंध राशि। The contract amount for the previous year.
EPI <sub>C</sub>	बिजली के उत्पादों के लिए थोक मूल्य सूचकांक चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI <sub>P</sub>	विद्युत उत्पादों के लिए थोक मूल्य सूचकांक पिछले वर्ष के अनुबंध की शुरुआत की तारीख से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI <sub>C</sub>	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) चालू वर्ष के लिए अनुबंध शुरू होने की तारीख से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI <sub>P</sub>	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) पिछले वर्ष के अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

यदि 10 दिनों की अवधि के भीतर प्रणाली को सुधारा नहीं जाता है, तो बैंक को ठेकेदार के जोखिम और लागत पर प्रणाली को सुधारने का अधिकार होगा।

**If the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor.**

कि इस संविदा के विभिन्न भागों को संविदाकार द्वारा पढ़ और पूरी तरह से समझ लिया है।

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

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

If the contractor is a partnership or an individual.

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

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 duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

If the contractor is a company.

यदि संविदाकार एक कंपनी है तो

### **हस्ताक्षर खंड Signature Clause**

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द  
SIGNED AND DELIVERED by the Reserve Bank of  
India by the hand of  
श्री / Shri

(नाम एवं पदनाम (/ (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence  
of  
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence  
of  
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

THE COMMON SEAL OF  
निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न  
निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस  
पर ----- की कॉमन मुहर लगाई गई है।

Was hereunto affixed pursuant to the resolutions  
passed by its Board of Directors at the meeting held  
on \_\_\_\_\_ in the presence of

(1)

(2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके  
प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।

Directors who have signed these presents in token  
thereof in the presence of

(1)

(2)

यदि पार्टी भागीदारी फर्म या  
वैयक्तिक फर्म हो तो सभी अथवा  
सभी भागीदारों की ओर से हस्ताक्षर  
किये जाने चाहिए।

If the party is partnership firm  
or an individual should be  
signed by all or on behalf of all  
the partners.

यदि निविदाकार उसके कॉमन  
मुहर के अंतर्गत हस्ताक्षर करता है  
तो हस्ताक्षर खंड संस्था के  
अन्तर्नियमों में दिए गए मुहर खंड से  
मेल खाने चाहिए।

If the Contractor signs under its  
common seal, the signature  
clause should tally with the  
sealing clause in the Articles of  
Association.

विधिवत गठित अटर्नी एवं श्री

द्वारा संविदाकर्ता द्वारा हस्ताक्षरित एवं सुर्पुद

SIGNED AND DELIVERED BY the Contractor by  
the hand of Shri  
\_\_\_\_\_ and duly  
constituted attorney.

यदि संविदाकार चाहे कंपनी के रूप  
में या वैयक्तिक रूप में मुख्तारनामा  
के अंतर्गत हस्ताक्षर करता हो तो

If the Contractor is signing by  
hand of power of Attorney,  
whether a company or  
individual.

## **विशेष शर्तें /Special Conditions**

E-Tenders are invited from the eligible empaneled contractors of Reserve Bank of India, Chennai for the work of “**Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank’s Main Office Building, Chennai.**”. E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 11:00 Hrs. on July 18, 2024.**

2. **Eligibility: Empaneled contractors of Reserve Bank of India, Chennai, who are empaneled for the work of “SITC of Standalone, Ductable, Split and Window AC units” in 10 Lakh-25 Lakh range.**

3. 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.

4. Technical deviations proposed, if any, shall be sent, as per Annexure I **before 11:00 Hrs on July 12, 2024** by post or email. No further correspondence in this connection will be entertained after the mentioned timeline.

5. Tenderers should upload the following documents with suitable file names as indicated.

- i. The particulars/Catalogues and the names of manufacturers of specified item.
- ii. Details of technical parameter of the proposed AC as per Annexure II
- iii. Any other information relevant to the proposed work.

6. Non-submission of the above documents may lead to disqualification of the bidder.

7. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only latest by **July 19, 2024 at 11.00 Hrs.** Part I of the tender will be opened on **July 19, 2024 at 11.30 Hrs.** The date & time for opening of Price-bid (Part II) bid will be communicated subsequently to the eligible bidders through e-mail.

8. Tenderers are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after **11:00 AM on July 19, 2024.**

9. Tenderers are requested to quote only base rate for each item and the system will automatically calculate with quantity required & applicable GST and shows the final amount by using the formulae inserted in the MSTC portal. No change in quoted rates will be accepted. Further the AMC rates quoted shall be automatically multiplied by the NPV factor for 7 years (4.94145). Buyback value and applicable GST & TCS on buyback shall be deducted from the capital cost.

10. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.



11. **Earnest Money Deposit (EMD)**

EMD of a sum of 2% of the total contract amount shall be furnished by the successful bidder within 7 days from the date of award of work. EMD shall be remitted to Bank Account of Reserve Bank of India which shall be intimated to the successful bidder on award of work.

**Details for NEFT:**

Beneficiary Name: **RBI CHENNAI**

Beneficiary Ac No: **186003001**

IFSC: **RBIS0CNP01 (5<sup>th</sup> and 10<sup>th</sup> character is zero)**

12. **Validity of Tender:** - The tender shall be valid for a period of 90 days from the date of opening of Part I of the tender.

13. The rates quoted shall be exclusive of GST but inclusive of all other taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. **However, the cost of work and AMC cost shall be the base rate quoted by the bidder for each item plus the applicable GST thereon.** Buy back amount and GST & TCS on buy back amount shall be deducted from the contractor. The prices quoted shall remain same for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

14. **Period of Completion of work:** - The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **30 days** from the **10<sup>th</sup>** day of date of issue of work order.

15. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

16. **Warranty/Defect Liability period (DLP) :** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, 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 Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide **04 free service** during DLP period in addition to any number of breakdown calls. The contractor/supplier shall remain liable under

the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

**17. Comprehensive Annual Maintenance Service contract:**

After expiry of the defect liability period of one year from the date of last handing over of the AC unit, all units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The bidder shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for replacement of defective spares, controller card, circuit, PCB, LCD display, remote, compressor, fan motor, fan blade electrical wires etc. for the air conditioners installed at site.

Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory service and on submission of duly signed service reports by JE / AM (Elect). The Comprehensive Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of **6 years** from successful completion of Defect Liability Period of one year.

<b>Conditions</b>	<b>03 TR Cassette ACs and 02 TR &amp; 1.5 TR Split type ACs</b>
Comprehensive AMC covers all parts of AC including copper pipe, all type of PCB cards & sensors, LCD displays, drain motors & pipes, capacitor, contactor, flare nuts, connecting valves etc	Yes
Gas charging (Top-up & leakage arrest & refill of full gas etc)	Included in AMC
Labour, Transportation, material or any other work for making the AC back to good condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited
AMC Payment	Quarterly, after completion of satisfactory service. Service report duly signed by authorized person of JE / AM (Elect) should be attached with Bill
Period for AMC to be provided	For a period of 6 years after 01-year DLP
Hike in AMC amount	As per the formula given at the end of table
Time for attending the complaint after lodging complaint via email/FAX/Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waived off by authorized persons based on the engineer's report)	Rs. 200/day/AC unit subject to a maximum of 25% of the AMC amount per year.

Alternate AC unit to be provided by the vendor in case, if the time taken for repair is more than two days	Vendor has to provide an alternate AC free of cost based on the request. No extra charges will be paid in this regard.
Pasting of a sticker indicating firm's name and contact number/email	Should be pasted on both indoor and outdoor unit

Service contract shall be renewed for a further additional period of at least 5 years after the initial annual service contract period of one year after one-year DLP. While renewing the contract the new contract amount will be arrived at based on following formula

$A_C = A_P [(15+60x(EPI_C/EPI_P) +25x(CPI_C/CPI_P))] \times 1/100$	
$A_C$	The contract amount for the current year.
$A_P$	The contract amount for the previous year.
$EPI_C$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
$EPI_P$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
$CPI_C$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
$CPI_P$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

**If the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor.**

18. **Evaluation of Tenders:** - Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system (A), Buy back value of old ACs (B) and taking into account the effect of rates quoted for Comprehensive Annual Maintenance service contract charges (CAMC)(C) for a period of **6 years** after the expiry of 01 year defect liability period.

Net Owning cost shall be the total of Capital Cost of the System (A) minus buy back amount of old ACs plus the NPV of comprehensive annual maintenance Service contract charges for the period of 6 years after 01 year defect liability period

NPV Factor will be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and a discount rate of 8%.

Net Owning Cost of System = Capital Cost (A) - Buy back amount of Old ACs (B) + (CAMC Charges (C) x MF)

(MF is the NPV factor for 7 years (01 year warranty + 06 years AMC) = 4.94145)

The bidder who quotes the least Net Owning Cost shall be treated as the L1 bidder.

(All the above components and applicable GST thereon shall be taken into account for arriving at Net Owning Cost)

19. Successful bidder shall be awarded the work at the capital cost of work which shall be the quoted rates by the bidder for the work plus applicable GST thereon. The capital cost shall be paid to the contractor subject to necessary statutory deductions and other applicable deductions.
20. The tenderer shall furnish a separate Performance Bank Guarantee(PBG) of 5% of the contract value as Security for due fulfilment of terms and obligation during the period of execution of the work from the 10th day of date of work order to the Bank. The Bank Guarantee must be valid till the date of virtual completion of the work. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Annexure D (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Any delay in submission of the above mentioned Performance Bank guarantee will attract penalty at Bank rate, subject to a maximum of 0.5% of the contract value.
21. The tenderer shall furnish a separate Performance Bank Guarantee(PBG) of 5 % of the contract value as Security for due fulfilment of terms and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for four (04) years from the date of virtual completion of the project. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Annexure D (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Any delay in submission of the above mentioned Performance Bank guarantee will attract penalty at Bank rate, subject to a maximum of 0.5% of the contract value.

After completion of fouryears (01 year DLP & initial 03 years CAMC period), the tenderer shall furnish a fresh BG valid for a further period of three years for a sum of 5 percent (5 %) of the contract value for due fulfilment of the obligations towards Comprehensive Annual maintenance contract. This renewed PBG should be submitted atleast three months in advance before expiry of above referred PBG. In case of failure on the part of firm to submit 5% BG before the expiry of the submitted PBG, the bank has the right to invoke the Performance bank Guaratee in it's hands without any notice to the firm.

The Bank reserves the right to enforce the Bank Guarantees at clause 20 and 21 in case of unsatisfactory performance of the contractor during the DLP as well as CAMC period.

22. **Terms of Payment:** - The following terms of payment will apply to the contract:

The following terms of payment will apply to the contract:

- (a) An amount of **95 percent** of the value of work done shall be released against supply, installation, testing, commissioning, handing over of the all the AC units and submission of PBG mentioned at clause 21 under 'Special conditions.
- (b) Balance **05 percent** on completion of warranty period of one year (DLP period).

2. **Insurance:-** The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Reserve Bank of India) and deposit such policy or policies with the employer during the currency of this contract.

- a. Storage, erection, testing and commissioning policy (Erection All Risk Insurance (EAR)) for the total amount of contract.
- b. Workmen compensation policy for the employees of the contractor at site.
- c. Third party liability policy with the limits as under.
  - I. Rs.10,00,000/- for total duration of the work.
  - II. Rs.2,00,000/- per occurrence

### 3. **Works to be arranged by the contractor**

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:

- a) Carefully Dismantling of the existing air-conditioners with associated piping and electrical cables etc. from the site and keep away in safe as directed by Bank's Engineer. During dismantling of the old AC's, care must be taken so that there will not be any damage to the walls/ panels etc. at site
- b) Making good all damages caused to the structure during installation and restoring the same to their original finish.
- c) Minor building works necessary for installation of equipment, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting, etc., as required.
- d) Providing necessary signage for the equipment, cable etc.

## **COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWINGS AND COMMENCEMENT OF WORK**

### **a) Completeness of the tender**

All sundry equipments, fittings, assemblies, accessories, hardware items, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

### **b) Submission of Drawings/ data sheets**

The contractor shall submit the layout drawings/ data sheets to the Engineer-in-Charge for approval before start of work, if required.

### **c) Commencement of Work**

The contractor shall commence work as soon as the drawings/ data sheets submitted by him are approved.

The payment for the system will be made by Reserve Bank, Chennai. Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Chennai.

4. **Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.

5. **Agreement:** - The successful tenderer shall execute an agreement with the Bank on a non-judicial stamp paper in the format in annexure IV enclosed within ten 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.

6. 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 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 either 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 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, as the case may be, 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.

**7. Jurisdiction:** - All disputes arising out of or in any way connected with this contract/agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.

I / We hereby declare that I/we have read and understood the above conditions.

Place:

Date :

Signature of Bidder with seal

Address of Bidder :

**इससे पूर्व संदर्भित शर्तें /The conditions hereinbefore referred to**

1. Interpretation Clauses: 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 requires.

- (i) "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.
- (ii) "Contractor" in the case of a Partnership: "Contractor" shall mean \_\_\_\_\_ and \_\_\_\_\_ trading as partners 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 \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors, and legal representative.  
In the case of company: "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ 19\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
- (iii) "Site": shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (iv) "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
- (v) "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or 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.
- (vi) "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 Act.
- (vii) "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the 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 sum 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 accounts shall be held to mean rates or prices so arrived at.

"The works": shall mean "**Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai.**

(viii) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa where the context requires.

**2. Scope of Contract:** 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 Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or drawing 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 inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions, and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving 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 him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Layout plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

4. 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 the same to the Bank's Engineer, who shall decide which is to be followed.

5. 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 any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given 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 within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 27 hereof.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or byelaws 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 patent rights, and shall defend all actions arising from such 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.

**6. Setting out of work:** The contractor shall set out the works and shall be responsible 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 during the progress of the works or within a period of one 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 Bank's Engineer.

**7. Materials and Workmanship to conform to description:** 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 contract and the Contractor shall furnish to the Employer 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.

**8. Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the tender. 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 to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

**9. Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

**10. Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to 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 necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

**11. Assistant Manager (T) / Manager (T)**

The term "Assistant Manager (T)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (T) every facility and assistance for inspecting the works and materials and for checking and measuring.

The Assistant Manager (T), or any representative or the Employer shall have to give instructions 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 until the decision of the employer is obtained. The work will from time to time be examined by the Assistant Manager (T) or the Employer's representative, 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. Subject to the limitation of this clause, the Contractor shall take instruction only from the Employer.

12. Assignment 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.

13. Alterations/addition/omission 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 or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

14. 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 17 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

15. 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 work.

16. Measurement of works

The employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Assistant Manager (T) 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 employer, or a person approved by him shall be taken to be correct measurement of the works.

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

All authorized extra work, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by him in writing shall be included in such measurements.

#### 17. Prices for extras etc. ascertainment of

The Contractor may, when authorized and shall, when directed in writing by the Employer, add or 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 employers shall if, confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 15 hereof or by the authority of the Employer. Any such extra is herein referred to as authorized extra and payment shall be made in accordance with the following provisions.

(a) (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.

(c) 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 omissions 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 with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer, or his representative at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead, and profit. Such items will not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause 21 hereof.

#### 18. Unfixed material when considered 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 or damage to, such materials.

#### 19. 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, and the workmanship not in accordance with the Specifications or instructions, 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 other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer, shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

#### 20. Defects after virtual completion

Any defect, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months 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, settlements or 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 money 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 moneys 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 under clause 32 hereof 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 Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause 12 and clause 22 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

**21. Certificate of virtual completion and Defects Liability Period.**

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

**22. Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen, and others executing any work of supplying and fixing any goods for which the 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 or hereby declared to be subcontractors employed by the contractor and are herein referred to as nominated subcontractors. No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

(a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract 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-contractors his servants or agents or any misuse by him or them or 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 of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof, the Employer may pay the same upon a Certificate of the Bank and

deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

**23. Other persons employed by Employer**

The Employer reserves the right to use premises 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 material for the execution of such work except by special arrangement with the Employer. 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.

**24. Insurance**

The contractor shall take necessary insurance covers (i.e., Workmen Compensation Policy, CAR Policy, Third Party Liability etc.) in joint names with Reserve Bank of India as the first name, at their cost and the same shall be submitted before commencement of the work.

**25. 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 there upon 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.

**26. Damage for non-completion**

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 27 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 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.

**27. 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 neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason or Employer's instructions as per clause 17 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade 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 exceed 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 as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the employer to proceed with work.

#### 28. 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 Employer's instructions, 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 money due to the Contractor.

#### 29. 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 to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or to 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 of the Employer in writing.

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

Or if the Employer shall certify in writing that the Contractor.

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer, notice to proceed or

(iii) Has failed to proceed with the works with such diligence and failed to make such 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 from the Employer 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 this 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, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has 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, sheds, machinery, steam and other power utensils and materials lying upon the premises 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 realized.

### 30. Termination of contract by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer 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 interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, 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 Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with clause 17 hereof.

31. Certificates and Payments: The Contractor shall be paid by the Employer from time to time by installments 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 tender as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the tender as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate 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 as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 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 with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

32. Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the tender carry interest at the rate named in the tender as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2 (a,b), 4,5, 14, 20 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, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

#### 34. Settlement of disputes 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 their 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 his 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 under clause 33 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring 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. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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 in 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, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

Upon every or any such reference, the cost of and 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 attorney and client or as between party and shall direct by whom and to whom and in what matter 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 Act, (latest amendment) or any statutory modification thereon. 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, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer'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.

35. 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 Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result 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.

36. Employer entitled to recover compensation paid to workman If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification 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 the rights of the employer under the 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.

37. Abandonment of works: If at any time after the 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.

38. Return of surplus materials: Notwithstanding anything to the contrary contained 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 license 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 them to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the conditions of the materials, the price to be determined should not exceed the purchase price thereof inclusive of GST 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 permit and/or criminal breach of trust, be liable to Employer for all money, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

39. 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.

40.non-disclosure clause. The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments 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 ant 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.

41. Sexual harassment Clause. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

42.Force Majeure: 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, labor 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.

Place:  
Date:

**Signature and Seal of the tenderer**

**इससे पूर्व संदर्भित अनुबंध /Appendix hereinbefore referred to**

1	Defect Liability Period	Twelve months
2	Period of Final Measurement and settlement of final bill	45 days subject to submission of all the necessary documents.
3	Date of Commencement	10 days from the date of work order
4	Time allowed for Completion	30 days from the 10 <sup>th</sup> day of work order
5	Earnest money deposit	2% of the quoted amount, shall be remitted to the Bank Account of Reserve Bank of India by the successful bidder, within 7 days from the date of award of work
6	Liquidated damages at the Rate of	0.25% per week maximum of 10% of the contract value

**Place :****Signature and Seal of the tenderer****Date:**

**सुरक्षा कोड /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.
10. 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.
11. 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.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. 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.

Place :

**Signature and Seal of the tenderer**

Date :



**Technical Specification**

SI No	Work	Description
1.	SITC of Cassette AC unit	<ul style="list-style-type: none"> <li>• Capacity : 3 TR (minimum)</li> <li>•</li> <li>• Full Load rated Capacity (100%): minimum 10,500 W</li> <li>• Category : Inverter Type 4 Way Ceiling Mounted Cassette AC</li> <li>• Compressor type: Rotary /Swing / Scroll -With Minimum five year guarantee &amp; warrantee</li> <li>• Star rating : BEE minimum 3 Star (Latest)</li> <li>• 100 % Copper evaporator and condenser coils.</li> <li>• Working temperature range : Up to 50 degree Celsius</li> <li>• Refrigerant : R410 / R32</li> <li>•</li> <li>• Approved Makes: Mitsubishi/ OG/ Daikin / LG/ Hitachi</li> <li>• Cost of minor civil/ electrical works such as opening and closing of false ceiling, drilling through the wall, core cutting on the walls, end termination of cables, cable tie/ clamps, copper pipe clamps, cassette unit Hanging using minimum 10mm threaded rods along with anchor fasteners, supports, or as prescribed by OEM supports, refrigerant gas top up, brazing of extra copper pipes etc. as per site condition should be done without any extra charge to Bank.</li> <li>•</li> <li>• <b>Year of Manufacture : 2024</b></li> </ul>
2	SITC of Split AC unit	<p><b>Nominal Marketing Capacity : 2 TR (minimum)</b></p> <p><b>Full Load rated Capacity (100%): minimum 6,800 W</b></p> <p><b>Category : Inverter Split Air Conditioners</b></p> <p><b>Compressor type:</b> Rotary /Swing / Scroll -With Minimum five year g &amp; warrantee</p> <p><b>Star rating : BEE 5 Star (Latest)</b></p> <p>100 % Copper evaporator and condenser coils.</p> <p>Working temperature range : Up to 50 degree Celsius</p>

SI No	Work	Description
		Refrigerant : R410 / R32  Approved Makes: <b>Mitsubishi / OG / Hitachi / Daikin / LG.</b>  • Cost of minor civil/ electrical works such as opening and closing of ceiling, drilling through the wall, core cutting on the walls, end termination of cables etc. as per site condition should be done without any extra charge.  <b>Year of Manufacture : 2024</b>
3.	SITC of Split AC unit	<ul style="list-style-type: none"> <li>• <b>Technical Specifications of 1.5 TR Split AC Unit</b></li> <li>• Nominal Marketing Capacity : 1.5 TR (minimum)</li> <li>• Full Load rated Capacity (100%): minimum 5,100 W</li> <li>• Category : Inverter Split Air Conditioners</li> <li>• Compressor type: Rotary /Swing / Scroll -With Minimum five year guarantee &amp; warrantee</li> <li>• Star rating : BEE 5 Star (Latest)</li> <li>• 100 % Copper evaporator and condenser coils.</li> <li>• Working temperature range : Up to 50 degree Celsius</li> <li>• Refrigerant : R410 / R32</li> <li>• Approved Makes: Mitsubishi / OG / Hitachi / Daikin / LG .</li> <li>• • Cost of minor civil/ electrical works such as opening and closing of false ceiling, drilling through the wall, end termination of cables etc. as per site condition should be done without any extra charge.</li> <li>• <b>Year of Manufacture : 2024</b></li> </ul>
4.	Supply and fixing of PVC insulated wire (Common for the work)	<ul style="list-style-type: none"> <li>• All wires/ cables used should be FRLS PVC insulated.</li> <li>• Conductor material: Copper stranded conductor</li> <li>• Colour code should be followed as follows               <ul style="list-style-type: none"> <li>○ Phase- Red/ Yellow/ Blue</li> <li>○ Neutral- Black</li> <li>○ Earth- green</li> </ul> </li> <li>• Wiring should be carried out in neat manner following good engineering practice as directed by the engineer.</li> <li>• Any associated civil work as per site condition should be carried out</li> </ul>

**Approved Makes**

<b>Item</b>	<b>Make</b>
Cassette ACs and Split ACs	<b>Mitsubishi / OG / Hitachi / Daikin / LG</b>
Cables/ Wires	Polycab/ Finolex/ Gloster / CCI
PVC drainpipe/ bends/ coupling etc	Finolex/ Aashirvad/ Astral

**Mode of measurement**

1. Free kit copper pipes /wires/ drain lines along with AC unit will be excluded from the length measurements, which will not be paid by Bank. Remaining additional lengths will be accounted for final measurements.
2. Suitable Ranged Thermometer and pressure gauges for measurement of Indoor grill and room temperature and Coil pressures respectively will have to be arranged by Contractor without any charge to Bank.
3. Joint measurement has to be carried out before concealing the items which cannot be measured later stage.
4. Copper and communication wires shall be laid with Minimum shortest route / Feasible route shall be done after the approval from Bank engineer.
5. Any additional minor items required and exclusively not indicated for completion of work, which are not covered under line item shall be in contractor's scope. No additional payment shall be made by Bank.

**(Schedule of Quantities)**  
**Unpriced Bid**

Sr. No.	Description	Qty	Unit	Remarks
<b>A. SITC of Inverter Type Cassette AC</b>				
1	Supply of 03 TR capacity, Inverter type Cassette AC unit with cordless remote, suitable plug top etc. as per the technical specifications given in the tender. (Rates shall be inclusive of transportation, loading, unloading etc.)	4	Nos.	
2	Installation, testing and commissioning of above cassette air conditioner units mentioned in SI.No 1 with suitable supports, all labour charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drain pipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc. Rates shall also be inclusive for dismantling of old AC units etc wherever applicable. The Bank will provide power supply near the location of installation of out door unit terminated on a breaker. The contractor has to bear the cost of cables required to lay from the breaker to the out door unit. In the case of power has to be drawn upto the indoor unit, the contractor has to accommodate the same through the cable at item No. 4 at no additional cost to the Bank.	4	Nos.	
3	Supply and erection of refrigerant copper pipes to integrate outdoor / indoor units of Cassette AC units (both Gas and Liquid) as per manufacturer recommendations. The rate shall inclusive of Nitrile insulation (tubular form) covering with tape for protection and damage against mechanical impact.	80	Mtr	
4	SITC of suitable power / communication cable for the supplied Cassette AC mentioned in SI.No.1 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer.	90	Mtr	
5	Supply, Installation, Testing and Commissioning of heavy duty ready made/ fabricated M S Stand to house the out door unit of Cassette AC unit as per site conditions along with supports, hardware etc. required for the above AC Units.	4	Nos.	

Sr. No.	Description	Qty	Unit	Remarks
6	SITC of PVC pipe of suitable size to accommodate the refrigerant pipe on outer wall along with hardware / accessories.	60	Mtr	
7	SITC of Cotton tape insulation of suitable size to accommodate the refrigerant pipe on inner/ outer wall along with hardware / accessories.	30	Mtr	
8	SITC of 1-inch PVC drain pipe along with hardware / accessories and connecting the drain line till ground/ nearest water collection point. Pipe inside room should be covered with nitrile insulation.	60	Mtr	
9(a)	Sub-Total			
9(b)	GST @ 28% for item No 1			
9(c)	GST @ 18% for item Nos. (2 to 8)			
	<b>Total amount [ 9(a) +9 (b)+9 (c) ]</b>			
<b>SITC of Inverter Type Split AC</b>				
11	Supply of 1.5 TR capacity, 5 star Inverter type split AC unit with cordless remote, suitable plug top etc. as per the technical specifications given in the tender.(Rates shall be inclusive of transportation, loading, unloading etc.)	2	Nos.	
12	Supply of 2.0 TR capacity, 5 star Inverter type split AC unit with cordless remote, suitable plug top etc. as per the technical specifications given in the tender.(Rates shall be inclusive of transportation, loading, unloading etc.)	8	Nos.	
13	Installation, testing and commissioning of above split air conditioner units mentioned in SI.No 11 with suitable supports, all labour charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drain pipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc. Rates shall also be inclusive dismantling of old AC units etc wherever applicable. Note:The Bank will provide power supply near the indoor unit. In case of Models requiring power supply at the outdoor unit, power cable as recommended by the OEM shall be supplied by the Bank.	2	Nos.	

Sr. No.	Description	Qty	Unit	Remarks
	However , the contractor has to lay the power cable given by the Bank between indoor and outdoor without any additional cost to the Bank.			
14	Installation, testing and commissioning of above split air conditioner units mentioned in SI.No 12 with suitable supports, all labour charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drain pipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc. Rates shall also be inclusive dismantling of old AC units etc wherever applicable. Note:The Bank will provide power supply near the indoor unit. In case of Models requiring power supply at the outdoor unit, power cable as recommended by the OEM shall be supplied by the Bank. However , the contractor has to lay the power cable given by the Bank between indoor and outdoor without any additional cost to the Bank.	8	Nos.	
15	Supply and erection of refrigerant copper pipes to integrate outdoor / indoor units (both Gas and Liquid) as per manufacturer recommendations. The rate shall inclusive of Nitrile insulation (tubular form) covering with tape for protection and damage against mechanical impact.	160	Mtr	
16	SITC of suitable power / communication cable for the supplied AC mentioned in SI.No.11 & 12 between indoor and outdoor units without joints and as directed by the Bank Engineer.	180	Mtr	
17	SITC of PVC pipe of suitable size to accommodate the refrigerant pipe on outer wall along with hardware / accessories.	110	Mtr	
18	SITC of Cotton tape insulation of suitable size to accommodate the refrigerant pipe on inner/ outer wall along with hardware / accessories.	50	Mtr	
19	SITC of 1-inch PVC drain pipe along with hardware / accessories and connecting the drain line till ground/ nearest water collection point. Pipe inside room should be covered with nitrile insulation.	90	Mtr	

Sr. No.	Description	Qty	Unit	Remarks
20	Supply, Installation, Testing and Commissioning of heavy duty ready made/ fabricated M S Stand to house the out door unit of Split AC unit as per site conditions along with supports, hardware etc. required for the above AC Units.	10	Nos.	
21(a)	Sub-Total			
21(b)	GST @ 28% for item No 11 & 12			
21 (c)	GST @ 18% for item Nos. (13-20)			
<b>22</b>	<b>Total amount [ 21(a) +21 (b)+21 (c) ]</b>			
<b>23</b>	<b>Grand Total (S No. 10 + S. No. 22)</b>			
<b>C</b>	<b>Buyback of old AC Units</b>			
24	Buyback offer for taking away the removed existing 2 TR cassette AC units including refrigerant piping on as is where is basis away from the site at Bidder cost.	1	Nos	
25	Buyback offer for taking away the removed existing 1.5 TR Split AC units including refrigerant piping on as is where is basis away from the site at Bidder cost.	2	Nos	
<b>D</b>	<b>Comprehensive AMC</b>			
26	Comprehensive Annual Maintenance Contract charges (including spares) for the entire system for each 3 TR Cassette AC as per tender conditions. These rates will be applicable after expiry of guarantee period and valid for 1 <sup>st</sup> year of CAMC.	04	Nos	
27	Comprehensive Annual Maintenance Contract charges (including spares) for the entire system for each 1.5 TR Split AC as per tender conditions. These rates will be applicable after expiry of guarantee period and valid for 1 <sup>st</sup> year of CAMC.	02	Nos.	
28	Comprehensive Annual Maintenance Contract charges (including spares) for the entire system for each 2 TR Split AC as per tender conditions. These rates will be applicable after expiry of guarantee period and valid for 1 <sup>st</sup> year of CAMC.	08	Nos	

Seal & Signature of the firm

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**Annexure I**  
**Schedule of Technical Deviations if any**

We confirm that all technical 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



**Annexure II****Details of Technical parameters****(To be filled by the Tenderers)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>03 TR Cassette AC</b>	<b>1.5 TR Split AC</b>	<b>2.0 TR Split AC</b>
1	Make:			
	Model No:			
2	Star rating: (Inverter model)			
3	Compressor type			
4	Compressor warranty in years			
5	Refrigerant type			
6	Condensation coil material (copper)			
7	Evaporator coil material (copper)			
8	Nominal Air flow			
9	i) Cooling capacity			
	ii) Rated power supply			
	a. Voltage			
	b. Frequency			
	c. Phase			
	d. Power Supply provision	Indoor / Outdoor		
	iii) Power consumption in watts			
	iv) Fan speed			
	v) Dimensions			
	a. Indoor unit			
	b. Outdoor unit			
	vi) Cabinet material			
	a. Indoor unit			
	b. Outdoor unit			
10	Length of refrigerant pipe to be supplied with the unit at free of cost	----- --RMT		

Place:  
Date:

Signature of the Contractor/firm with

**Annexure III**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT /  
BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

**The Regional Director  
Estate Department  
Reserve Bank of India  
16, Rajaji salai  
Chennai**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sir / Madam,

**Supply, Installation, Testing and Commissioning of 4 Nos. Cassette type Air Conditioners  
and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai**

Ref: NIT / Advt. No.

Date:.....

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (Hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer / Bidder) \_\_\_\_\_, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We

undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_

Authorised Official (with seal)

Bank.

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).

**Annexure IV**

**Proforma of Performance 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 \_\_\_\_\_

To:

The Regional Director  
Reserve Bank of India  
16, Rajaji salai  
Chennai- 600 001

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 4 Nos. Cassette type Air Conditioners and 10 Nos. Split type Air Conditioners at Bank's Main Office Building, Chennai 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 suretyship 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 or not 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)