



संपदा विभाग Estate Department
चेन्नै Chennai
(Website: www.rbi.org.in)

(केवल ई-निविदा e-Tendering only)
निविदा दस्तावेज Tender Document
भाग1 PART- I

(To be submitted via MSTC V3 portal only)

E Tender No: RBI/Chennai Regional office/Estate/13/23-24/ET/208
[SITCofFRESHAHUMOPRBI]

बैंक के मुख्य कार्यालय भवन,चेन्नै में एयर हैंडलिंग यूनिटों (एएचयू) के लिए फ्रेश एयर वेंटिलेशन सिस्टम की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग करने के लिए निविदा।

E-Tender for Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai

Date from which e-Tender will be available on MSTC website	November 14, 2023 onwards
Date & time of Pre-bid meeting	Offline at 11:00 Hrs. on December 12, 2023
Last date of submission of e-Tender	11:00 Hrs. on December 27, 2023

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.

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ई-निविदा की अनुसूची / SCHEDULE OF TENDER (SOT)
महत्वपूर्ण सूचना

i.	ई-निविदा सं .	आरबीआई/चेन्नई क्षेत्रीय कार्यालय/संपदा/13/23-24/ईटी/208 [एसआईटीसीऑफफ्रेशएवीएस फोर एचयूएमओपी]
ii.	कार्य का नाम और अवस्थिति	बैंक के मुख्य कार्यालय भवन,चेन्नई में एयर हैंडलिंग यूनितों (एचयू) के लिए फ्रेश एयर वेंटिलेशन सिस्टम की आपूर्ति, संस्थापन, 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 : estatechennai@rbi.org.in
iv.	निविदा की अनुमानित लागत	₹11.56 लाख (ग्यारह लाख छप्पन हजार रुपये मात्र) है ,जिसमें जीएसटी भी शामिल है
v.	बयाना जमा राशि(ईएमडी)	प्रत्येक बोली लगाने वाले से ₹23,120/-
vi.	कार्य पूरा करने की अवधि	कार्यदिश के 10वें दिन से 02 माह
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 https://www.mstcecommerce.com/eproc
	(ख) अवधि जिसके दौरान एमएसटीसी ई-निविदा पोर्टल में निविदा दस्तावेज उपलब्ध होंगे।	14 नवंबर 2023 से 27 दिसंबर 2023को 11 बजे तक
viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का अनुबंध-1: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें। ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	बोली-पूर्व बैठक (ऑफ लाइन)	संपदा विभाग, भारतीय रिज़र्व बैंक, राजाजी सालै, फोर्ट ग्लासिस, चेन्नै 600 001 में 12 दिसंबर 2023 को पूर्वाह्न 11:00 बजे नोट: प्रतिभागियों को सूचित किया जाता है कि वे उल्लिखित मेल आईडी के माध्यम से आवश्यक व्यवस्था करने के लिए एक दिन पहले अपनी सहभागिता की पुष्टि करें।
x.	तकनीकी-वाणिज्यिक बोली (भाग-1) और मूल्य बोली बोली (भाग-11) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	15 दिसंबर 2023 को पूर्वाह्न 11 बजे
xi.	ईएमडी जमा करने की अंतिम तिथि	27 दिसंबर 2023 को पूर्वाह्न 11 बजे

xii.	बोली (ऑनलाइन) प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली (भाग-1) और मूल्यगत बोली (भाग-11)	27 दिसंबर 2023 को पूर्वाह्न 11 बजे
xiii.	तकनीकी- बोली (भाग-1) खोलने की तारीख	27 दिसंबर 2023 को दोपहर 3 बजे
xiv.	भाग-11 खोलने की तारीख (मूल्यगत बोली)	पात्र बोलीदाताओं को ई-मेल द्वारा सूचित किया जाएगा।
xv.	निविदा की वैधता	निविदा के भाग-1 के खोले जाने की तारीख से 03माह।
xvi.	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
xvii.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	<p>(i) श्री रमेश शिवरामन (एजीएम, संपदा विभाग) 044-2539 9922 sramesh@rbi.org.in</p> <p>(ii) श्रीमती रेवती कोट्टाकोटा (एजीएम-टेक), संपदा विभाग) 044-2539 9261 revatikottakota@rbi.org.in</p> <p>(iii) श्री रणदीप सांगवान (एम-टेक , संपदा विभाग) 044-2539 9820 randeepsangwan@rbi.org.in</p> <p>(iv) श्रीमती एन साई समीरा (सहायक प्रबंधक, संपदा विभाग) 044-2539 9066 saisameeran@rbi.org.in</p>

Important Information

i	e-Tender No.	RBI/Chennai Regional office/Estate/13/23-24/ET/208[SITCofFRESHAVSFORAHUMOP]
ii.	Name and location of the work.	Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at 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: estatechennai@rbi.org.in
iv.	Estimated cost put to tender.	₹11.56 lakh. (Rupees Eleven lakh fifty-six thousand only) incl. of GST.
v.	Earnest Money Deposit (EMD).	₹23,120/- from each bidder
vi.	Period of completion.	02 months from 10th 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 https://www.mstcecommerce.com/eproc

	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	From November 14, 2023 to 11:00 Hrs. on December 27, 2023.
viii.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the Annexure I: Important Instructions for E – Procurement of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
ix.	Pre-bid meeting (offline).	11:00 Hrs. on December 12, 2023 at Estate Department, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001. Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned
x.	Date of Starting of e-Tender for submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	11:00 Hrs. on, December 15, 2023
xi.	Last Date of submission of EMD	11:00 Hrs. of December 27, 2023
xii.	Last date and time of submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	11:00 Hrs. of December 27, 2023
xiii	Date & time for opening of Techno-commercial bid (Part I).	15:00 Hrs. on December 27, 2023
xiv	Date & time for opening of Price-bid (Part II) bid.	Will be communicated subsequently to the eligible bidders through e-mail.
xv	Validity of the tender	03 months from the date of opening of the PART- I of the Tender.
xvi	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.
xvii	Contact details of tender inviting authority personnel.	(i) Shri. Ramesh Sivaraman (AGM, Estate Department) 044 - 2539 9922 sramesh@rbi.org.in (ii) Smt. Revati Kottakota (AGM-Tech), Estate Department) 044 - 2539 9261 revatikottakota@rbi.org.in (iii) Shri. Randeep Sangwan (AM - Tech, Estate Department) 044 - 2561 9820 randeepsangwan@rbi.org.in (iv) Smt. N. Sai Sameera (AM, Estate Department) 044 - 2539 9066 saisameeran@rbi.org.in

**अनुलग्नक I : ई-प्रोक्चुरमेंट के लिए महत्वपूर्ण अनुदेश/
Annexure I: 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/eproc**. 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/eproc

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)
- II. Smt. Revati Kottakota (Asst General Manager – Electrical)
044- 2539 9261 (revatikottakota@rbi.org.in)
- III. Shri. Randeep Sangwan (AM-Electrical)
044-2539 9820 (randeepsangwan@rbi.org.in)

IV. Smt. N. Sai Sameera (Assistant Manager)
044-2539 9066 (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).

Bidding in e-tender:

- a) **Earnest Money Deposit** for a sum of **₹23,120/- (Rupees Twenty-three thousand one hundred and twenty only)** shall be remitted to Bank Account of Reserve Bank of India on or before **11:00 Hrs. of December 27, 2023**. "EMD – Estate Dept" shall be given as remarks while remitting EMD.

The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: RBI CHENNAI

IFSC: RBIS0CNPA01

Account No: 186003001

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [**estatechennai@rbi.org.in**](mailto:estatechennai@rbi.org.in).

Intending bidders may also remit the EMD in the form of a Demand Draft 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 II) before the due date and time prescribed above.

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.

- 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 www.mstcecommerce.com/eproc
- e) Vendors have to submit both the 'Techno-Commercial Bid' & 'Price Bid' in the portal to register the bids.
- f) 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.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) 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.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k) '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 from the terms and conditions of the tender document is acceptable after the pre-bid meeting. No queries will be entertained after the pre-bid meeting. 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.

NOTE: Vendors are requested to read the vendor guide in the page www.mstcecommerce.com/eproc to familiarize themselves 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.

खंड 1 / Section I निविदा फार्म /Form of Tender

स्थान/Place _____

नांक /Date _____

क्षेत्रीय निदेशक/The Regional Director
भारतीय रिज़र्व बैंक/Reserve Bank of India,
संपदा विभाग/Estate Department
फोर्ट ग्लेसिस16-/Fort Glacis-16
राजाजी साल्लै ,पी.बी.संख्या40 /Rajaji Salai, P.B.No 40,
चेन्नै600001 /Chennai-600 001

महोदया/य Dear Sir / Madam,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, 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 संविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, 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 ।

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

ज्ञापन/MEMORANDUM

1.	कार्य का विवरण /Description of work	बैंक के मुख्य कार्यालय भवन,चेन्नै में एयर हैंडलिंग यूनिटों (एएचयू) के लिए फ्रेश एयर वेंटिलेशन सिस्टम की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग । Supply, Installation, Testing and Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai.
2.	अनुमानित लागत /Estimated cost	रु11.56 लाख (जीएसटी सहित) / ₹11.56 Lakh (inclusive of GST)
3.	बयाना जमा राशि /Earnest Money	₹ 23,120/-
4.	कार्य पूरा करने का समय /Time allowed for completion of work	कार्य आदेश जारी करने की दिनांक के दसवें दिन 02 महीने 02 months from tenth day of the date of work order.

- हम इससे भी सहमत है 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। हम इससे भी सहमत है कि बयाना जमा राशि निविदा की संपूर्ण विधिमान्यता अवधि के दौरान वैध रखी 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.

- 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। हमने रु18,000 की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। 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. We have deposited a sum of ₹23,120/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. निविदा एमएसटीसी V3 पोर्टल में दो भागों में प्रस्तुत की जाएगी भाग 1- में सभी वाणिज्यिक शर्तें और तकनीकी ब्यौरे हैं और भाग 2 में बैंक के प्रोफार्मा में केवल मूल्य बोली है।
The Tender shall be submitted in two parts in the MSTC V3 portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

वर्ष 2023 के.....महीने के.....दिन को हस्ताक्षरित /Dated this ___ day of 2023

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 ग्लासिस, राजाजी सालै, चेन्नै-600 001 जिसका केंद्रीय कार्यालय मुंबई में है) जिसे इसके बाद "बैंक" कहा गया है (और दूसरी ओर _____) जिसे इसके बाद संविदाकार कहा गया है (के बीच _____ को किया गया।

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

जबकि 'बैंक के मुख्य कार्यालय भवन, चेन्नै में एयर हैंडलिंग यूनिटों (एएचयू) के लिए फ्रेश एयर वेंटिलेशन सिस्टम की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग' को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची को तैयार किया है जिस पर दोनों पार्टियों ने या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of '**Supply, Installation, Testing and Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai**' and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto

और जबकि कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गए हैं।

AND WHEREAS the said specifications, the Schedule of Quantities and drawings 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 जाएगा) के अनुसार काम को उक्त ड्राइंग और/या उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, पर उसमें निर्धारित संबंधित दर पर गणना की 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 the 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 drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount').

एतद्वारा 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 मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्राओं की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. बैंक संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

The Bank 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. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी 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.

4. इसमें उल्लिखित प्लान, करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. यह संविदा न तो स्थायी एकमुश्त ठेका है और न ही खंडित कार्य संविदा। अपितु यह अनुसूची में निहित दरों पर वास्तविक मात्राओं और संभाव्य मात्रा अथवा तथाकथित शर्तों के अनुसार रु _____ के लिए 'बैंक के मुख्य कार्यालय भवन, चेन्नै में एयर हैंडलिंग यूनिटों (एएचयू) के लिए फ्रेश एयर वेंटिलेशन सिस्टम की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग करने के लिए' संविदा है।

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of **“Supply, Installation, Testing and Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank’s Main Office Building at Chennai”** for ₹ _____/- (Rupees _____ **only**) to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said conditions.

6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की किसी भी मद की ड्राइंग और काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. समय को इस अनुबंध के अत्यावश्यक शर्त के रूप में माना जाएगा और संविदाकार उक्त शर्तों में बताए अनुसार कार्य आदेश जारी करने की तारीख के दसवें दिन से कार्य शुरू करने के लिए सहमत है। साथ ही, कार्य आदेश की तारीख से 10वें दिन से 2 माह की अवधि के भीतर संपूर्ण कार्य को पूरा करने के लिए भी सहमत है। तथापि, यह पार्टियों द्वारा पारस्परिक रूप से लिए गए निर्णय के अनुसार लिखित रूप में (अर्थात करार विलेख के माध्यम से या पत्र/ ई-मेल आदान-प्रदान करके) बढ़ाई गई अवधि के अधीन है।

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work **within a period of 2 months from the 10th day of date 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.

8. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

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

9. 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.

10. परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, "कार्य स्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए संविदाकार / एजेंसी पूरी तरह से जिम्मेदार होगी। बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत संविदाकार / एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी और संविदाकार / एजेंसी उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। 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।

The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor

/ Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. 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.

11. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने 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। कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी। संविदा में विनिर्दिष्ट किए गए अनुसार कार्य की आवश्यक गति को बनाए रखने और कारीगरी की गुणवत्ता को सुनिश्चित करने के लिए पर्याप्त संख्या में श्रमिकों को काम पर रखेगा। संविदाकार कार्य के संबंध में अठारह वर्ष से कम के किसी व्यक्ति को काम पर नहीं रखेगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

12. संविदाकार द्वारा काम पर लगाए गए **सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे** और ऐसे श्रमिकों / कर्मचारियों के संबंध में **भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।** संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के रूप में उचित मजदूरी से कम नहीं होगी। उचित मजदूरी का अर्थ है वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन के लिए मजदूरी और समय अथवा कार्य के भाग के लिए अन्य भत्ते शामिल होंगे। यह भत्ते आसपास दिए जा रहे ऐसे ही रोजगार के लिए प्रचलित बाजार दर के आधार पर दिए जाएंगे लेकिन ये भत्ते न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होंगे।

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

13. संविदाकार अपने या उसके उप- संविदाकार द्वारा नियोजित श्रम के संबंध में उसमें प्रदान किए गए सभी मामलों के संबंध में बोलीदाता श्रम विनियम का अनुपालन करेगा या उसका अनुपालन करवाएगा। संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता

दायित्व अधिनियम, 1938 के भुगतान के प्रावधानों, कामगार मुआवजा अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, महिलाओं का यौन उत्पीड़न कार्यस्थल पर (रोकथाम, निषेध और निवारण) अधिनियम, 2013, या उसका कोई संशोधन या उससे संबंधित कोई अन्य कानून, और समय-समय पर उसके तहत बनाए गए नियम का पालन करेगा। संविदाकार भारतीय रिजर्व बैंक को निम्न के प्रति क्षतिपूर्ति करेगा और भविष्य में भी लगातार जारी रखेगा:

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto, and rules made there under from time to time. 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.
14. 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.

15. संविदाकार ठेका श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों का पालन करेगा। अंतिम बिल जारी करने से पहले, संविदाकार को इस आशय का एक प्रमाण पत्र प्रस्तुत करना होगा कि उसने श्रमिकों को वास्तव में सभी प्रकार के श्रमिकों को पूरे बकाया का भुगतान किया है। उसे, इस कार्य को उस दर पर पूरा करने के लिए, जो न्यूनतम मजदूरी अधिनियम, 1949 के तहत निर्धारित दर से कम नहीं है और अनुबंध श्रमिकों को आवश्यक सुविधाएं प्रदान करने के संबंध में सीएलआरए अधिनियम के प्रावधानों का अनुपालन करता है।

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

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.

16. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों 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। 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 बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

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।

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 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. 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 is 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.

17. 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.

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

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 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।

IN WITNESS WHEREOF the Employer has set its hands to these presents through its

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

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 duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

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

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.

_____ 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)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुपुं
SIGNED AND DELIVERED BY the
Contractor by the hand of Shri

and duly constituted attorney.

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.

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.

खंड 2/Section-II
व्यावसायिक शर्तें /Commercial Conditions

1. E-tenders are invited for the work of Supply, Installation, Testing and Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at 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 December 27, 2023.**

Qualification Criteria

A.	Composition of the firm / organization	<p>Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc - Name of registering authority, date, registration number, etc.</p> <p>The bidder should have valid Goods and Service Tax registration.</p>	<p>Bidder should fill-up information in Annexure-A: Format 1 annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate. (ii) Copies of the Articles of Association / Power of Attorney / other relevant documents. (iii) Copies of PAN card, TIN, Goods and Service Tax (GST) registration certificates. (iv) Copies of MSME registration certificates for MSME Firms (if applicable)</p>
B.	Duration of past experience	<p>The bidder should have minimum 5 years of experience of executing similar work(s)*. Bidder shall submit the documentary evidence (indicating scope and value of works) in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s)* prior to October 31, 2018.</p>	<p>i) Bidder should fill-up the information in Format 2 annexed hereto indicating client-wise names of similar work(s)*, awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date etc and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed work order(s)/ completion certificate(s) and Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>ii) Bidder should also fill-up the information about similar work(s)* on-hand in the Format 2A annexed hereto and should submit along with supporting documents viz. copies of work order(s) with details of</p>

			<p>items of work, issued by the client(s) for the work(s) in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given</p>
C.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	<p>The bidder should have experience of satisfactorily completed similar work(s)* during last 5 years ending October 31, 2023 from November 01, 2018, should be either of the following:</p> <p>i) Three completed similar works* each costing not less than the amount equal to ₹4.62 lakh or</p> <p>ii) Two completed similar works* each costing not less than the amount equal to ₹5.78 lakh. or</p> <p>iii) One completed similar work* costing not less than the amount equal to ₹9.25 Lakh.</p>	<p>Bidder should fill-up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*.</p> <p>(i) Copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time given for completing the work etc and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work(s) issued by the client(s) for works executed for government / public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Client certificate(s) for each of the qualifying work as per the Format 3A annexed hereto.</p>
D.	Annual financial turnover.	<p>Bidder should have had an annual financial turnover of amount equal to ₹11.56 lakh or more per year during the last 3 financial years, ending 31st March 2023.</p>	<p>Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents</p> <p>(i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4.</p> <p>(ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered</p>

			Accountant as a proof for creditworthiness and turnover of the bidder.
E.	Solvency and banker's certificate.	Should furnish solvency certificate issued by the bidder's banker specifically for the purpose of work for an amount equal to ₹11.56 lakh.	(i) Bidder should also submit banker's solvency certificate as per Format 5 annexed hereto from their banker. (ii) Names and addresses of bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in Format 5A
F.	Service Setup	Full-fledged service setup should be available for the specified job either at Chennai wherefrom required quality after sales services can be regularly provided.	Bidders should indicate details of the service centre at Chennai, the staff strength, contact numbers, and availability of spares for the system as per Format 6

1. Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated** in the MSTC portal along with the the price-bid.
 - a. Proof of remittance of EMD of **₹23,120/-**
 - b. Copy of Power of Attorney / Letter of Authorization from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per **Annexure B.**
 - c. Details of technical deviations proposed – As per **Annexure 'C'**
 - d. The particulars/Catalogues and the names of manufacturers of specified item.
 - e. Duly filled and Signed NEFT Mandate form as per **Annexure 'E'**
 - f. Complaint Escalation Matrix – **Annexure 'F'**
 - g. Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India – **Annexure 'G'**
 - h. Undertaking / Declaration /Certificate regarding satisfying the eligibility criteria- **Annexure 'H'**
 - i. Proforma of Letter of Authorization from the OEM to participate in this Bid - **Annexure I**
 - j. Technical details of proposed system
 - k. Any other information relevant to the proposed work.

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

Please note that the Bank may obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports as per the evaluation criteria mentioned in Part I before opening of the Part-II of the Tender. If the tenderer is not found to possess the required eligibility for participating in the Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the Tender and Part-II of the Tender will not be opened and EMD shall be returned back to him. The Bank is not bound to assign any reason for doing so.

Notes:

- (i) ***Similar work** shall mean "Supply, Installation, Testing and Commissioning (SITC) of Air Handling Units (AHU) and associated works for the office buildings/commercial premises/industrial houses".
- (ii) Components of work executed other than those included in definition of similar work (mentioned above) shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify / cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client's certificate for qualifying similar completed works carried out for Government / public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount.
- (v) Bank reserve its right to obtain the performance reports from the clients for the qualifying work(s), Banker(s) report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.
- (vi) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.
- (vii) **If the space in the format is insufficient for furnishing full details, the same information may be furnished on a separate sheet of paper strictly as per the format prescribed by the Bank duly signed with seal, scanned and uploaded along with supporting documents.**

(viii) Even, if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars / query is not applicable in case of the bidder, it should be stated as 'Not applicable' Tender document shall contain all the enclosures mentioned and copies shall be self-attested.

(ix) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and / or incomplete information are liable for rejection.

2. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs. on December 12, 2023** at Estate department, Reserve Bank main office, Chennai to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum if any before submitting their bids.
3. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
4. A tender submitted by a firm who is found to be not submitting the above details will be rejected.
5. Tenders shall be submitted in two parts viz. Part I containing qualification criteria, technical and commercial details of the offer and Part II containing prices only latest by **11:00 Hrs. on December 27, 2023. Part I will be opened at 15:00 Hrs. on December 27, 2023.** The technical and commercial details of those tenderers who do not qualify the requirements of qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
6. 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.
7. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after the pre-bid meeting.
8. Vendors are requested to quote base rate for Supply, Installation, Testing and Commissioning of the system **without G.S.T and the same will be added automatically by the system.**

Thus the final total amount shown in the system including G.S.T and other applicable

taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

9. **Earnest Money Deposit** for a sum of **Rs.23,120/- (Rupees Twenty three thousand one hundred and twenty only)** shall be remitted to Bank Account of Reserve Bank of India on or before **11:00 Hrs. on December 27, 2023**. The account details for NEFT / RTGS transactions are as follows.

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

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatechennai@rbi.org.in.

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.

EMD of successful bidder will be released after virtual completion of the work & submission of **Bank Guarantee of 5%** of the contract value as Security as mentioned in clause No.19. The EMD of unsuccessful tenderers shall be released on acceptance of the tender.

Intending bidders may also remit the EMD in the form of a Demand Draft 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 II) before the due date and time prescribed above.

10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender**.
11. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange 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. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

12. The entire work of supply, installation, testing and commissioning of the system shall be completed **within a period of 02 Months from the 10th day of date of issue of work order.**
13. Damages for non-completion: If the Contractor fails to complete the works within tender specified completion period, **0.25 % of the value of work order** will be deducted per week subject to a maximum of 10% of the contract amount as liquidated damages.
14. The tenderers shall indicate details of the service centre at Chennai, the staff strength, contact numbers, availability of spares for the system and escalation matrix. The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.
15. **The scope of work shall include the following.**
- Delivery of all materials to Bank's site at Chennai including packing, handling, transporting, loading/unloading at site in Chennai.
 - Erection, testing, commissioning of fresh air ventilation system (as specified in this tender) and handing over the same to Bank .
 - Integration of sensors and VFDs, Programming of Direct Digital Controllers for effective commissioning.
 - Providing all-inclusive service including all spares, etc. during warranty period

The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.

The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the fresh air ventilation system in AHUs.

16. Warranty/Defect Liability period:

The equipments and materials supplied under this contract shall be guaranteed against all types of defects (manufacturing or workmanship) for a period of one (01) year from the date of commissioning and successful operation of the of the system which will be considered as the virtual date of completion. Any defect in the system/sub- assemblies found within the defects liability period shall be rectified/ replaced by the tenderer free of cost. During this period, servicing / checking at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free of cost including annual servicing of the system This

guarantee shall also cover consumables as required for servicing of the system. During the currency of the defects liability period, if the downtime of any equipment supplied exceeds one working day, **a penalty in the form of extension of the Defects Liability period with equal number of days will be levied.** The tenderer shall also ensure that the required spares etc. for proper maintenance are readily available with them.

17. Evaluation of tenders:

Tenders will be evaluated on the basis of quoted cost of works as per the BOQ.

18. Terms of Payment:

The following terms of payment, subject to statutory deductions, will apply to the contract:

- a. **95% on successful completion of the entire work and handing over of the system upon submission of the 5% Bank Guarantee as mentioned in Clause 19 of this section.**
- b. **5% as Retention money which will be released after defect liability period of one year from the date of handing over of the system.**

19. Performance Bank Guarantee (PBG):

The Contractor shall also submit a Performance Security Bank Guarantee for 5% of the accepted Contract Value, valid for a period of **One year DLP for due fulfilment of the contractual obligations by the contractor.** The Performance Security Bank Guarantee shall be returned by the Employer on completion of the one year Defect Liability Period, provided all the contractual conditions are met by the contractor. If any discrepancy is found in the contract terms and conditions, then the submitted Performance Bank guarantee (PBG) will be revoked by Bank for the full amount. No balance amount shall be paid to the contractor at any cost. Kindly note that 5% Retention money withheld as mentioned in Clause 18 of this section shall be released upon submission of the Bank Guarantee for the equivalent amount.

20. 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 (Regional Director, Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.

- a) Storage, erection, testing and commissioning policy (E.A.R. policy) for the total amount of contract.
- b) Workmen compensation policy.
- c) Third party liability policy with the limits as under.

Rs.10,00,000/- for the total duration of work

Rs.2,00,000/- per occurrence

21. The payment for the system will be made by the office at where the work is carried out. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said works have been done.

22. The contractors shall upload all technical details of the system along with the tender.

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

24. Agreement: The successful tenderer shall execute an agreement with the Bank on non-judicial stamp paper in the format 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.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

खंड III/ Section III
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.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

आग सुरक्षा/ Fire Safety

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.
18. Power Supply should be tapped for use from RCCB / RCBO.

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.

- (viii) “The works”: shall mean **“Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank’s Main Office Building at Chennai”** 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:

Signature and Seal of the tenderer

Date:

खंड IV/ Section IV
विशेष स्थिति/ Special conditions

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day
5. The tenderer may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only
6. The contractor shall prepare a copy of **as done drawing** after completion of the work and shall submit along with the final bill.
7. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
9. All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & nighttime. Contractor shall take into account the above facts while quoting the rates.
10. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
11. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
12. The tenderer shall use only approved brands of materials.

Place:
Date:

Signature and Seal of the tenderer

खंड VI / Section V
ससे पूर्व संदर्भित अनुबंध / Appendix Hereinbefore Referred

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award letter.
4.	Period of completion	02 months from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	45 days from the date of submission of invoice
8.	Interest for delayed payment	3 percent per annum

Place:
Date:

Signature and Seal of the tenderer

खंड VI/ Section VI
ताजी हवा वेंटिलेशन प्रणाली का तकनीकी विवरण/ Technical details of Fresh Air
Ventilation System

The Scope of this section comprises the Supply, installation, testing and commissioning of Fresh Air Ventilation system for three nos. of AHUs installed in Bank's Main Office Building, conforming to these Specifications and in accordance with requirements.

Fans:

The Ventilation fan unit shall incorporate approved make DIDW belt driven Centrifugal Fan with TEFC motor with IP-55 protection. The unit shall be single skin construction of galvanized sheet steel with removable access panels to allow easy access to motor and fan. The unit shall have provision for mounting filters of rating MERV 8 and MERV 13. Flanges shall be provided on both sides of the fan unit to facilitate easy connection. Flexible anti-vibration joints, Fire retardant canvass connections, spring vibration isolator for fan and motor and other necessary accessories shall be provided to arrest vibration being communicated to other equipment connected to the fan unit.

Fan motor shall be IE-3 type and suitable for $415 \pm 10\%$ volts, 50 cycles, 3 phase AC supply. The fan and motor combination selected for the particular required performance shall be energy efficient ensuring lowest noise level. The noise level does not exceed 65 dBA at 1.5m distance.

Drive to fan shall be provided through belt-drive arrangement.

VFD and DDC:

The VFD along with the DDC controller shall have Frequency controller, Microprocessor based logic controller, integrated Software capable to control frequency based on the inputs from sensors.

The DDC Controller shall be a fully user-programmable. The DDC controller should be compatible to handle the I/O points as per the annexure-L and should have Modbus/ Bacnet compatibility to connect to BMS/any third-party platform.

The variable frequency drive shall be suitable for a main voltage of 3 phase 415 V +/- 10% and a frequency of 50 cycles. The VFD shall have IP 20 Protection. The drive and DDC unit shall be installed together with an IP 55 protection enclosure suitable for locking, incoming MCB and indication lamps duly wired at factory. The VFD shall be capable of receiving the current/voltage signal from the DDC and control the motor speed. The unit shall be factory assembled and complete with programmable analog and digital inputs.

Data information shall be displayed on a line alphanumeric display and shall be able to show continuously four operating data items such as frequency, speed, current,

KW etc. Indication lamps for status indication shall be provided apart from the display on the enclosure.

Filter Units:

Pre-filter (MERV-8):

Cleanable filter made out of dry cleanable synthetic type shall be provided. These filters shall have the efficiency of 90% down to 10 micron particle size.

Fine Filter (MERV-13):

Fine filter complying MERV-13 rating shall be provided.

Field Devices:

Indoor CO2 sensor:

Supply, installation, testing and commissioning of Indoor CO2 sensor with display

- Accuracy: $\leq (\pm 50 \text{ ppm} + 3\% \text{ of measured value})$
- Output Signal: 0-10V or 4-20 mA
- Display: LCD
- Protection: IP 44
- Calibration: Self Calibration feature to correct CO2 sensor drift

Outdoor CO2 sensor:

Supply, installation, testing and commissioning of Outdoor CO2 sensor with transformer, if required

- Accuracy: $\leq (\pm 50 \text{ ppm} + 3\% \text{ of measured value})$
- Output Signal: 0-10V or 4-20 Ma
- Protection: IP 65
- Display: Concealed LCD

Pressure Switch:

Supply, installation, testing and commissioning of Differential pressure switch to monitor the filter status.

The DP Switch shall be IP 54 rated to monitor the status of the filter and communicate the status to the DDC Controller. The DP Switch shall sense a change in the (differential) pressure (pressure drop across a restriction) as the airflow changes in the filter assembly.

Cables:

Supply and laying of XLPE (FRLS) insulated armored cables with copper conductors laid in existing cable tray / in wall/ ceiling with suitable clamps for working voltages up to and including 1100V conforming to IS 7098 Part I for XLPE. Termination with inclusive of single compression / double compression (weatherproof glands-Only for outdoor termination) with suitable size PVC boot and suitable crimping socket, gland earthing by using copper flexible and all other necessary accessories. (Copper sockets for copper cables).

Air Distribution System

Supply, fixing, testing and balancing of Aluminium powder coated Fresh air arrangement with storm proof louvers, volume control damper, MS weld mesh bird screen / mounting frame - 100mm louver spacing and 45 deg angle suitable for protection against splashing rainwater fixed within a right aluminium frame.

Mode of Measurement –Ducts:

Duct work shall be measured on basis of external surface area of ducts. The external surface area of duct shall be calculated by measuring the perimeter comprising of width and depth, in the centre of each duct section and multiplying it with overall length from flange face to flange face of each duct section and adding up areas of all duct section. No wastage will be measured or paid.

No measurement of vanes, splitters, duct dampers, deflectors, access doors, flanges, etc., which are required to be installed in the duct work will be made as the same shall be deemed to be part of ducting work.

Duct fittings such as bends, elbows, tap-off, collars, transformation pieces, etc. shall be treated as ordinary duct pieces with their length measured along their centre line.

Civil works such as core cutting in wall and windows, dismantling of false ceiling and re-fixing of the same will be done by the Bank, based on requirement. However, **Tenderer should supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the fresh air ventilation system in AHUs.**

Signature & Seal of the firm

अनुमोदित मेक की सूची/ List of approved Makes

Sl.no	Description of Equipment	Approved make
1	Fans	Kruger / Dynair / Greenheck
2	VFD	Danfoss / Siemens / ABB / Fuji
3	CO ₂ Sensors	Honeywell / Siemens / Schneider/ Greystone
4	Differential Pressure Switch	Belimo/ Honeywell / Siemens
5	Cables	Polycab / RR Kabel/ Finolex
6	GI Ducting	JSW / Jindal / Tata

Seal & Signature of the firm

खंड VIII / Section - VII
Schedule of Quantities

This is for illustrative purpose only and the Price Bid should not be submitted with Part-I (Technical Bid). It should be submitted only in MSTC Portal in the format given below and No Enclosure should be enclosed with Part- II.

No change in quoted rates will be accepted.

Sr. No.	Description	Qty.	UOM	Rate
A	VENTIATION SYSTEM			
1.	Supply, installation, testing and commissioning of Ventilation Fan Units with MERV 8 & MERV 13 filters. The unit shall be single skin construction, belt driven centrifugal fan, spring vibration isolator for fan and motor, Fire retardant canvass connections, acoustic enclosure for fan & noise level does not exceed 65 dBA at 1.5m distance, internal power and control wiring, GI base frame complete as per specifications as required. Fan motor shall be IE-3 type and suitable for 415±10% volts, 50 cycles, 3 phase AC supply.			
a	Fresh air fan of capacity 1000 CFM, ESP: min 15mmWC	04	Nos.	
2	Supply, installation, testing and commissioning of BMS compatible Variable Frequency Drive and DDC controller. The VFD along with the DDC controller shall have Frequency controller, Microprocessor based logic controller, integrated Software capable to control frequency based on the inputs from sensors. The DDC controller should be compatible to handle the I/O points as per the annexure and should have Modbus/Bacnet compatibility to connect to BMS/any third-party platform. The VFD shall have IP-20 protection and enclosure shall have IP-55 protection with LED's for status indication. The rate shall be inclusive of designing the variable air flow system for the given application and programming to meet the Logic/ Flow chart as directed by the Bank.			
a	Motor rating: To suit the fan and motor specified in S.No.1	04	Nos.	
B	FIELD DEVICES			
3.	Supply, installation, testing and commissioning of Indoor CO2 sensor with display. Indoor sensor shall be IP 44 and Output Signal: 0-10V or 4-20 mA. Accuracy: ≤ (±50 ppm +3% of measured value)	04	nos	

4.	Supply, installation, testing and commissioning of Outdoor CO2 sensor with transformer. Outdoor sensor shall be IP 65 and Output Signal: 0-10V or 4-20 mA. Accuracy: $\leq (\pm 50 \text{ ppm} + 2\% \text{ of measured value})$	04	nos	
5.	Supply, installation, testing and commissioning of Differential pressure switch to monitor the filter status	04	nos	
C	CABLING			
6.	Supply and laying of 4 Core 1.0 sq. mm, armoured Annealed Tinned Copper conductor multi-stranded, Screened cable with FRLS including termination on both ends with necessary hardware, cable gland, gland earthing etc... [For ON / OFF Command & various status, Supply for Field Devices, analog input etc.]	160	mts	
7	Supply and laying of 3Cx2.5sq.mm XLPE (FRLS) insulated armoured cables with copper conductors partly laid in existing cable tray and partly laid in wall/ ceiling with suitable clamps for working voltages up to and including 1100V conforming to IS 7098 Part I for XLPE.	120	mts	
8	Supply and termination of 3Cx2.5sq.mm cable with suitable double compression gland, suitable size PVC boot and suitable crimping socket, gland earthing by using copper flexible and all other necessary accessories. (Copper sockets for copper cables)	08	nos	
D	AIR DISTRIBUTION SYSTEM			
9	Supply, installation, testing and balancing of Air Distribution System with support consists of factory fabricated rectangular duct Galvanized Iron sheet metal ducting (Zinc coating 120GSM) with TDF/TDC flanges			
a	24 Gauge GSS ducting	35	Sq.M	
10	Supply, fixing, testing and balancing of Aluminium powder coated Fresh air arrangement with storm proof louvers, volume control damper, MS weld mesh bird screen / mounting frame - 100mm louver spacing and 45 deg angle suitable for protection against splashing rainwater fixed within a right aluminium frame.	04	Nos.	

Seal & Signature of the firm _____

खंड IX / SECTION - IX.
ANNEXURES
TO
VARIOUS SECTIONS

अनुलग्नक A / Annexure 'A'.
Qualification/Eligibility Criteria forms.

Format 1

Basic Information.

1(a)	Name of the Contractor / firm.	
2.	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc, or MSME Registration etc., (upload the relevant documents in support thereof).	
2(a)	Name of the proprietor or Partners / directors of the organization / firm.	
3(a)	Registered Address.	
3(b)	Address for correspondence.	
4(a)	Contact person.	
4(b)	Designation.	
4(c)	Telephone No.	
4(d)	Mobile No.	
4(e)	FAX / Tele-fax:	
4(f)	e-mail id.	
5(a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any.	
6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	

Place:

Date:

Signature of bidder:

Address & seal:

Format 2

**PREVIOUS WORK EXPERIENCE List of important similar works executed by the contractor / firm
(Works completed before October 31, 2018).**

Sl. No.	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Signature of the bidder with seal

Format 2A

List of important similar works 'in hand'

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi-Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Signature of the bidder with seal

Format 3

Details of similar eligible work(s) (qualifying) completed during last five years ending October 31, 2023 from November 01, 2018
[Work(s) costing above the minimum value specified in pre-qualification criteria].

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/ client and Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6a	6b	7a	7b	7c	8	9	10	11

2. For each of the qualifying works, client certificate as per Format 3A shall be submitted.

Signature of the Bidder with seal

Format 3A

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR
(On Client's Letter Head)

Name & address of the Client:

Details of Works executed by Shri./Smt./M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay(indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Signature & Seal of authorized signatory

Regarding performance report/clients' certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled .in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Shri Reserve Bank of India, Chennai for each of the Prequalification works.

Note: The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted

FINANCIAL INFORMATION

Sr.no.	Details	Financial Year		
		2020-21 ₹ in lakh	2021-22 ₹ in lakh	2022-23 ₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit/ Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant, as a proof of creditworthiness.
- ii. Submit supporting documents

Signature of the bidder with seal

Format 5

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

Place:

Date:

**Smt. Uma Sankar
Regional Director for Tamil Nadu & Puducherry
Reserve Bank of India
Estate Department
Fort Glacis, Rajaji Salai
Chennai - 600 001.**

This is to certify that to the best of our knowledge and information M/s. /Shri.....
a customer of our bank having marginally noted address, are/is respectable and can
be treated as good for any engagement up to a limit of
₹.....(Rupees
.....).

This certificate is issued without any guarantee or responsibility on the bank or any
of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Details of Bidder's Banker

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the bidder with seal

Annexure 'B'
Format for Letter of Authorisation / power of attorney for signing of application/proposal

(On Non- Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for **“Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank’s Main Office Building at Chennai”** including signing and submission of all documents and providing information / responses to Estate Department RBI, Chennai representing us in all matters before RBI Chennai, and generally dealing with RBI Chennai in all matters in connection with our proposal for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure 'C'
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
1	2	3	4

Seal of company & Signature

Annexure 'D'
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 M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at 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 surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special

- courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether 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
of

(For & on behalf of the above named Bank)

For & on behalf

(Banker's Name & Seal)

BRANCH MANAGER
(Banker's Seal with Address)

Annexure 'E'**ECS/ NEFT mandate form**

**(Mandate for receiving payments through ECS /NEFT from RBI, Chennai
All entries should be filled in neatly and legibly in Capital letters**

1	Name of the Vendor																			
2	Address of the Vendor																			
3	Email ID of the Vendor																			
4	Phone Number																			
5	Mobile Number	0																		
6	Contact Person																			

PAN.		PAN Card Holder Name	
GSTIN No.			

1	Name of the Bank																			
2	Name of the Branch																			
3	Address of the Bank Branch																			
4	IFS Code (11 digits)																			
5	MICR Code (9 digits)																			
6	Bank account type (SB-10/ CA-11 / CC -13)																			
7	Core Banking Account No.																			

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card
- (3) Proof of GST registration

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date _____

Signature of the Vendor/ Account holder

Place _____

Vendor Common

Seal

The Mail ID of Estate Department for Communication:
estatechennai@rbi.org.in

Annexure 'F'**Complaint Escalation Matrix**

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure 'G'

Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To

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

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai.

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm with date:

Annexure 'H'-
Undertaking / Declaration of debarment of Public Institutions
(To be submitted by tenderes on their letters head duly sealed and signed by
authorised signatory)

To

The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Dear Sir,

Subject: Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai.

1. I/We certify that..... (Name of the Bidder)
 - a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
 - b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
 - c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
 - d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

1. I/ We know and understood that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Annexure I

**Proforma of Letter of Authorization from the OEM to participate in this Bid
(To be issued by the manufacturer of offered make of equipment on his letterhead)**

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001
Dear Sir,

Subject: Authorization Letter to M/s _____ for participation in the bid for **Supply, Installation, Testing & Commissioning of Fresh Air Ventilation System for Air Handling Units (AHU) in Bank's Main Office Building at Chennai.**

We _____, (name and address of the manufacturer) the manufacturer of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum 10 years from the date of this letter.

In the unlikely event of M/s _____ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 10 years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of
M/s _____
(Name of the manufacturer)

Signature of authorized signatory:

Name :
Designation :
Email address:
Address :
Date :

Annexure II - PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

**The Regional Director
Estate Department
Reserve Bank of India
Chennai**

Dear Sir / Madam,

Name of Work:

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 ₹ _____ (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 ₹. _____ (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 ₹ _____ (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 ₹. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹. _____ (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 ₹. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹. _____ (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).