



भारतीय रिजर्व बैंक

संपदा विभाग, कानपुर

Notice Inviting Tender

Reserve Bank of India, Kanpur invites E-Tender for **Supply, Installation, Testing and Commissioning (SITC) of Precision AC units in Server Room at the Bank's Main Office Building, RBI Kanpur**. The estimated cost of work is ₹24,40,000/- (including GST)

The tendering would be done through the Government e-Marketplace – Central Public Procurement Portal (GeM – CPPP) which is an e-procurement portal for Central Public Sector Enterprises. The portal may be visited via link: <https://etenders.gov.in/eprocure/app>

The tender is open to all eligible electrical contractors/agencies/firms. All interested and eligible bidders are requested to register themselves at the GeM – CPPP portal by visiting the above link, to participate in the tendering process. The Schedule of the e-tender shall be as follows:

SCHEDULE OF TENDER		
i.	e-Tender no.	2026_RBI_286161
ii.	Mode of Tender	e-Procurement through CPP Portal https://etenders.gov.in/eprocure/app Part I – Techno-Commercial Bid Part II – Price/Financial Bid
iii.	Tender Value (Estimated cost of work)	₹24,40,000.00 (Rupees Twenty-Four Lakhs and Forty Thousand only) (including GST)
iv.	Date from which tender documents will be available for viewing/download on CPP portal and RBI website.	July 31, 2026 (05:00 PM onwards)
v.	Date and time for Pre-Bid Meeting with interested tenderers (for providing clarifications on queries)	Offline at 11.00 AM on August 24, 2026 Venue: Estate Department, RBI Kanpur
vi.	Publication of minutes of pre-bid meeting, clarification, corrigendum, addendum, if any	August 24, 2026

vii.	Starting date for submission of Techno-Commercial bid and Price bid for the e-tender	August 25, 2026 (09:00 AM onwards)
viii.	Earnest Money Deposit (EMD)	₹48,800/- (Rupees Forty-Eight Thousand and Eight Hundred only) from each bidder to be deposited via NEFT. Beneficiary: RBI Kanpur Account: 186003001 IFSC: RBIS0KNPA01 (5th & 10th digit are zero) Proof of submission of EMD should be uploaded on CPP portal and e-mailed to estatekanpur@rbi.org.in (Note: EMD credited to any other account or paid through any other mode of payment other than that mentioned above will not be considered as Bonafide EMD)
ix.	Tender Fees	NIL
x.	Last date of submission of EMD	September 05, 2026 (up to 02:00 PM)
xi.	Last date for submission of Techno-Commercial bid and Price bid for the e-tender	September 05, 2026 (up to 02:00 PM)
xii.	Date & time of opening of Tender Part I	September 07, 2026 (at 11:00 AM) Part II (Price Bid) shall be opened on a later date, which shall be intimated to the qualified bidders.

Note:

- Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
Tenders without EMD will not be accepted under any circumstances.
- Maximum 2 participants (employees of the tenderer) from each tenderer can attend the pre-bid meeting on the scheduled date and time. The details of the participants must be sent by intending tenderer by email at estatekanpur@rbi.org.in on or before 10:00 AM on August 24, 2026, for issuing the necessary entry pass.



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3. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
4. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and CPP portal as given above and will not be published in the newspaper.
5. This notice is being published for information only. Contractors who desire to participate in the tender may apply as per procedure. Unsolicited offers are liable to be ignored.

**Regional Director
Reserve Bank of India
Kanpur**



Reserve Bank of India
Estate Department, Kanpur

E-Tender
for

E-Tender for Supply, Installation, Testing and Commissioning (SITC)
of Precision AC units in Server Room at the Bank's Main Office
Building, RBI Kanpur

Part I

Name of Tenderer_____

Address _____

Date of Pre Bid Meeting (offline) 24 August 2026 at 11:00 Hrs.

Due date of submission of tender: 25 August 2026 (09:00 AM onwards) to
05 September 2026 (up to 02:00 PM)

Due date of opening of Part I of the Tender: 07 September 2026 at 11:00 AM

Venue: 2nd Floor, Estate Department
Reserve Bank of India,
The Mall,
Kanpur -208001

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**अस्वीकरण /
DISCLAIMER**

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The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

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Schedule of Tender

i)	e-Tender no.	2026_RBI_286161
ii)	Mode of Tender	e-Procurement System The tendering would be done only through the e Tendering portal of CPPP. All interested bidders must register with CPPP through the above-mentioned website to participate in the tendering process. https://etenders.gov.in/eprocure/app .
iii)	Tender Value	Estimated cost of work- ₹24,40,000.00 (inclusive of all)
iv)	Date of NIT available to parties to download	31 July 2026 05:00 PM onwards
v)	Earnest Money Deposit	₹48,800/- from each bidder to be deposited to Bank's account no. 186003001 IFSC RBIS0KNPA01, (Please read 0 as zero) through NEFT before last date of submission of tender and its proof of remittance shall be sent to estatekanpur@rbi.org.in .
vi)	Date and Place of Pre-Bid Meeting	11 AM on 24 August 2026 at Estate Department Reserve Bank of India, Kanpur.
vii)	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at	09:00 AM on 25 August 2026 https://etenders.gov.in/eprocure/app .
viii)	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 02:00 PM on 05 September 2026
ix)	Date & time of opening of Tender Part I	11:00 AM on 07 September 2026
x)	Date of opening of Part II (price bid)	Part II (Price Bid) shall be opened on a later date, and it would be intimated to qualified bidders through email prior to opening of price bid.
xi)	Transaction Fee/ tender fee	Nil
xii)	Bid Validity	Three months (90 days) from the date of opening of the Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

Process of E-tender:

A) Registration: The process involves vendor's registration with CPPP e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet, will be done. **The Vendor should possess Class III signing type digital certificate and digital encryption certificate.** Vendors are to make their own arrangement for bidding from a computer connected with Internet. CPPP/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

- 1)Vendors are required to register themselves online at as vendor by filling up details and creating own user id and password→ Submit. <https://etenders.gov.in/eprocure/app>
- 2) Vendors will receive a system-generated mail confirming their registration in their email, which has been provided while filling the registration form.
- 3)For further details, go to Download Guide / Visual / Registration Guide. In case of any clarification, please contact CPPP, (before the scheduled time of the e- tender).
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

Contact person (CPPP):

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-4493395

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person (RBI):

(Availability: 09:30 AM to 5:30 PM on all working days)

1. Mrs. Mansi Jain, A.M. (Electrical, Estate Department)
(mansij@rbi.org.in)
2. Mr. Sagar Singh Jadon, A.M.
(sagarsinghjadon@rbi.org.in)
3. Shri Aviral Shukla, (J.E. (Electrical), Estate Department)
(aviralshukla@rbi.org.in)

Contact details: 0512-2303830/31/32/34/35/36/37- intercom 5009/5008 during Office working hours

B) Process of e-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at <https://etenders.gov.in/eprocure/app>.
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity
3. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.
4. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Special Conditions:

- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- Information about tenders /corrigendum uploaded shall be or updated through CPPP portal <https://etenders.gov.in/eprocure/app> as well as on RBI website <https://www.rbi.org.in>
- E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

- a) **Earnest Money Deposit** shall be remitted to Bank Account of Reserve Bank of India, Kanpur. The account details for NEFT/RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

Account Name: Reserve Bank of India Kanpur

Account type: Current Account

Account No: 186003001

IFSC Code: RBIS0KNPA01, (Please read 0 as zero)

Remarks: SITC of precision AC, RBI Kanpur

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 estatekanpur@rbi.org.in.

A tender which is not accompanied by such EMD will not be considered. Scanned copy of EMD shall be uploaded in CPPP site.

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

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor are advised to read relevant document guides for registration, DSC activation, as well as submission of online bid available on CPPP portal.
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- e) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- f) During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- k) **No deviation of the terms and conditions of the tender document is acceptable.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to quote rate including GST for each item as specified in the portal. No change in quoted rates will be accepted.

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Section- I
Form of Tender

Place _____

Date _____

The Regional Director

Reserve Bank of India

Estate Department,

Kanpur, UP-208001

Madam / Dear Sir

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

MEMORANDUM

(a)	Description of works	:	E-tender: E-Tender for Supply, Installation, Testing and Commissioning (SITC) of Precision AC units in Server Room at the Bank's Main Office Building, RBI Kanpur.
(b)	Estimated cost of work	:	₹24,40,000/- (inclusive of all)
(c)	Earnest Money	:	₹48,800/- (to be deposited by all the tenderers)
(d)	Performance Bank Guarantee	:	As per relevant tender clause
(e)	Percentage to be deducted from bills	:	As per relevant tender clause
(f)	Time allowed for completion of the work	:	75 days from 14 th day of date of letter of award of work
(g)	Liquidity Damages	:	0.25% per week subjected to maximum 10% of the contract value

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-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 e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.
5. We have deposited a sum of **48,800/- through NEFT** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract within the prescribed time limit when called upon to do so or withdraws the bid after opening the commercial bid we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is submitted in two parts only on CPPP portal. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with

name, address and date

(2) Signature with

name, address, and date

Section II

Details of Tenderers

A. Particulars of Firm:

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer/ System Integrator	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/ No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Mobile Nos:	

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Pre-qualification Criteria:

Following are our clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
	His/her Mobile No.:			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for:			

D. Please also provide following details with supporting documents as per prequalification criteria:

1	Work experience in years (please submit old work order of any amount at least 5 years from the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2025-26	
	(b) 2024-25	
	(c) 2023-24	

E. Service set up details in UP /Delhi /Delhi NCR division–

Signature of Tenderer with stamp/ Date

Section III

Commercial and General Conditions of Contract

3.1 E-tenders are invited from Original Equipment Manufacturers or their authorized dealers /system integrators for the work of **E-Tender for Supply, Installation, Testing and Commissioning (SITC) of Precision AC units in Server Room at the Bank's Main Office Building, RBI Kanpur.**

3.1.1 Online tenders will be allowed to view /download to all firms from 11 AM from ---. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II.**

3.1.2 Eligibility Criteria -Prequalifying documents

- i) Should be an Original Equipment Manufacturer (OEM) / authorized dealer/ system integrator of the equipment.

AND

- ii) **Work Experience:** The intending tenderer must have minimum 5 years of experience in carrying out similar type of work viz. Supply, installation testing commissioning of industrial type air conditioning units/system (precision / VRV /chillers) for large office buildings / commercial Estate / industrial houses/Government organization/PSU's (Any one work order of said work completed on or before June 30, 2021)

AND

- iii) **Qualifying criteria:** The intending tenderer must and have executed successfully similar works viz. Supply, installation, testing, commissioning of industrial type air conditioning units/system (precision/VRV/chillers) during last five years ending individually costing as under (works completed on or after June 30, 2021) of value as under:

- a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

- b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

- c) One work costing not less than the amount equal to 80% of the estimated cost

AND

- iv) **Turnover:** Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements

AND.

- v) Should have solvency certificate of value equal to estimated Cost of work

AND

- vi) Should have service setup through their service center at UP/Delhi/Delhi NCR division for rendering after sales service

3.1.2(b) Tenderers should submit the following documents in respect of their eligibility:

	Only those contractors will be considered eligible who will invariably furnish/ upload, at the time of applying for e-tender, the following information to satisfy the Bank about their eligibility for participating in the tendering process.	
i.	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be uploaded along with name(s) and address (es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.
ii.	Work experience & Completion of similar works of specified value during the specified period.	Copies of the detailed work order indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center should also be given.
iii.	Creditworthiness of the contractor & their Turnover during the specified period.	Copies of 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 should be uploaded in proof of their creditworthiness and turnover for last three years.
iv.	Service Set-up	Certificate from the manufacturers / any other valid document in support of having a full-fledged service setup at UP/ Delhi NCR/ Delhi/ should be uploaded.
v.	Name(s) & address (es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be uploaded.
vi.	Details of bank accounts	Full particulars of their bank accounts, like account No., type, when opened, etc., should be given.
vii.	Name (s) & address (es) of the Clients and their present contact executives	Information about the names and addresses of their clients along with full details, like names postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be furnished.

viii.	Details of completed works	The Client-wise names of work(s), year(s) of execution of work(s) , awarded and actual cost(s) of executed work(s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), name(s) and full contact-details of the officer / authorities / departments under whom the work (s) was / were executed should be furnished.
ix.	Client Certificates	The tenderers are advised to upload the Client Certificate as per enclosed Proforma from their clients for whom they have carried out “eligible works “in terms of eligibility (Pre-qualification) criteria described in the notice inviting tenders. Client Certificates shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Executive Engineer or equivalent in respect of a Government / Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tender for the work done by them. The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate. Applications / tenders received without the specified certificates in specified format shall be rejected and the Bank shall have the right to independently verify the submitted certificates
x.	Solvency certificate	The tenderers are advised to upload the Solvency certificate from their banker / bankers as per format. Such certificate shall be addressed to the application / Tender inviting Authority of the Reserve Bank of India and shall be submitted along with their application / tender.
xi.	OEM/ Authorized Dealer / System Integrator	Authorization letter issued by OEM

➤ **Duly filled, stamped and signed Part 1 of the tender (All pages) and corrigendum if any (All pages)**

A Tender submitted by a firm who is found to be **not** satisfying the above criteria will be rejected.

Note: The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected.

3.1.3 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively on CPPP portal. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post-scripts, additions and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures.

Tenderers are advised to submit e-Tender on CPPP website (www.CPPPecommerce.com) If applicants desire to submit additional information, they may upload the same on CPPP website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.1.4 Intending tenderers shall pay as Earnest Money Deposit (EMD) through NEFT (refer Section I) to Reserve Bank of India, Kanpur. Tender without EMD (as applicable) will not be accepted. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. The earnest money of successful tenderer will be returned as per clause 3.12.

EMD shall be forfeited if the Bidder:

The EMD will be forfeited in the following situation:

- a) If the vendor / contractor withdraws bid after opening of the commercial bid
- b) In the vendor / contractor fails to commence the work awarded to her/him within the prescribed time limit.

3.2 Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 11:00 hours on _____ in Estate Department, Reserve Bank of India, Kanpur to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. Bidders may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

3.3 The E-Tender should be submitted / uploaded till 1:00 PM on ----- . No tender will be received/accepted after 1:00 PM on ----- under any circumstances whatsoever.

3.4 On receipt of intimation from the Bank of the acceptance of his / their e-Tender, the successful Tenderer shall be bound to implement the contract and within fourteen days thereof. The successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding contract between the Reserve Bank of India and the person so Tendering whether such formal agreement is or is not subsequently executed.

Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests, and inspection, makes of materials, technical description, drawings etc.

3.5.2 Part I of the tender having proof of EMD submission receipt and Pre-Qualification documents of the e-Tender to be uploaded in CPPP portal shall contain the following over and above the documents mentioned elsewhere in this tender document:

- a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the e-Tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) Detailed proposed full equipment details, relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered

- d) A letter from the OEM, authorizing the bidder to participate in the e-Tender along with a copy of the agreement with the OEM as regards to implementation of similar projects in India and their after sales service (applicable only if bidder is an authorized dealer or system integrator)
- e) Complete technical details and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- f) Technical data sheet as given under Section IX shall be filled up giving full information.
- g) Other Certificates / Declarations as per [Annexures \(A-J\)](#) enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from the clients in the attached format, for whom similar works is executed) and Banker's certificate as per the sample format given in annexures

3.5.3 Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.

3.5.4 The Tenderers are advised to submit the e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price implications, the same should be considered and included in the quoted price. Any Tender containing deviation from the terms and conditions is liable for rejection.

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

3.5.6 All information, correspondence letters shall be addressed to Regional Director, Reserve Bank of India, Estate Department, Kanpur.

3.6 **Part II - Price**

Part II – "Price bid", supplied along with the e-Tender.

3.6.4 This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be considered and will be treated as null and void.

3.6.5 If any of the documents is missing or unsigned, the e-Tender may be considered invalid by the Bank in its discretion.

3.6.6 All erasures and alterations made while filling the e-Tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the e-Tender void at the Bank's option.

3.6.7 No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.

3.6.8 The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

3.6.9 The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc. No concessional form for any levies will be issued by the Bank. Similarly, no import license will be issued by the Bank.

3.6.10 Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Kanpur and will be in Indian rupees only.

3.6.11 Tenderers are advised to quote strictly as per Schedule of Quantity. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account

3.7 Opening of e- Tender

Part I of the e-Tenders will be opened online on _____, 2026 at 1500 hrs. Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers.

3.8 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- Delivery of all equipment, materials for the captioned work to Bank's site including insurance, packing, handling, transporting, loading / unloading etc. at site.
- Installation, Testing and Commissioning of Precision Air Conditioning System and handing over the system to Bank after dismantling and taking away old precision AC units system under buyback, on as is where is basis.
- Providing regular Inspection and Upkeep of system inclusive of periodic service etc. under CAMC.
- Removal of debris, sand, left over material, cover paper; plastic etc., will be part of scope of the work of the bidder. Bi
- Bidder must remove scrap, debris, waste, equipment/buyback material from the construction sites or otherwise post completion of work within **3 days** from completion of the work. Failing to do so may attract penalty of Rs. 10,000/- per day or higher as decided by the Bank and/or de-empanelment/blacklisting from future works or both.
- Any other work, related to but not mentioned above, required for completion of the job will be under the scope of work of contract.

3.9.3 The Tenderer should complete technical details while submitting the tender

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

3.9.5 Tenderer shall supply all tools, plants, scaffolding, labor and consumables etc. as required for installation, testing and commissioning of the batteries.

3.9.6 The works may be carried out in extended hours if required for timely completion with prior permission of bank and no extra claim is admissible in this regard.

3.10 Validity of e-Tender

The e-Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of e-Tender, which period may be further extended by mutual agreement in writing by the Tenderer shall not cancel or withdraw the e-Tender during this period.

3.11 Lowest e-Tender not necessarily to be accepted

3.11.1 The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.

3.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the e-Tender.

3.12 Earnest Money, Security Deposit & performance bank guarantee during Defect liability period (DLP)

3.12.1 Earnest Money-

All Tenderers shall deposit Earnest Money (as applicable) of **48,800/-** through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at estatekanpur@rbi.org.in before _____ of last date of submission of e-tender. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. The EMD of unsuccessful tenderer shall be released on acceptance of the tender. For the contractor to whom the work is awarded, the EMD will be released after submission of PBG as mentioned in clause 3.12.3.

3.12.2 **Retention money** of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of contract value as a part of security deposit that shall be returned after successful completion of Defect liability period.

3.12.3 **Performance Bank Guarantee-** On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent) of the contract value** (*the Contract value mentioned in this document means the total value of work, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank **or amount equivalent to PBG through online mode (NEFT / RTGS)**, which shall be submitted within **fourteen** days of the date of award of work towards security deposit for the due fulfilment of the contract.. **The said PBG shall remain be valid during entire currency of contract (execution period and + DLP of 1 year from the date of Virtual Completion).** In case of any delay in submission of the PBG or amount equivalent to PBG, penalty will be deducted from the bills of the contractor at Bank rate. RBI Kanpur has the right to invoke the PBG to compensate any fault/ penalty/ lapse in services by the contractor.

RBI will release this entire security deposit i.e. Performance Bank Guarantee and Retention Money (PBG +RM) after completion of one year of the Defects Liability Period. The amounts retained by the RBI as security deposit shall not bear any interest.

This PBG (as mentioned in this clause) will be released after submission of Bank Guarantee mentioned in clause 3.12.4 below.

3.12.4 Bank Guarantee for fulfilment of obligations towards CAMC

To ensure due fulfilment of the terms and obligations of the AMC period of total **9 years** (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit for an amount equal **to 5% of the value of work executed as per contract**, which shall remain valid till **five years of AMC** period from the day of completion of defect liability period. ***The PBG (as mentioned in clause 3.12.3 above) shall be released only after submission of this Bank Guarantee.***

On eve of expiry of 05 years of completion of AMC, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 04 years of AMC period.

In case of non-receipt of this renewed BG till 02 weeks prior to the expiry of earlier PBG, the Bank shall have the right to invoke the latter (PBG).

3.13 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows:

1. 60% of the quoted rate on pro-rata basis against delivery of materials (as per BOQ), checking the same and on submission of the following documents:
 - (a) **Manufacturer's Inspection and Test Certificates with serial number**
 - (b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - (c) Policies of insurance covering all the risk as mentioned at para 3.15
2. 35% of the quoted rate against erection, testing, commissioning, and handing over of the system to the Bank.
3. 5% of the amount shall be kept as retention money/security deposit that shall be released after end of 01 year of DLP only after submission of all the inspection/maintenance reports during the DLP Period.
4. Payment is liable to deduct GST/IT/TDS as per the state Law if applicable.

3.14 Taxes: The prices quoted shall be deemed to include GST. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall, before commencement of the works, submit requisite insurance insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the copy of policy and receipts for the premium with the employer preferably within fourteen days from the date of award of work or before dispatch of material at site, whichever is earlier.

In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default.

In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances, before commencement of work, at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor working at site.**
- **Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2.50 lakh per accident.**

3.16 Completion Period

Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued.

3.16.1 Damages for non-completion (liquidated damages)

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at the rate **0.25% of contract amount per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.17. Defect Liability Period (DLP)

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include **quarterly maintenance of the system** as well as attending any number of breakdowns calls without any additional cost. **The cost of any spares/consumables shall be borne by the contractor during this warranty period.** Bank will not provide any assistance in the form of men/material during the currency of the guarantee period.

Penalty for delay in service during defect liability period (DLP): -

- During the currency of the DLP contract, all care shall be taken so that the downtime of the units is minimized. In case of failure of attending the complaint within stipulated time, the penalty shall be imposed as follows that shall be deducted from the payable dues/security deposit subject to maximum 100% of its value.

		Complaint attending time	Penalty
(a)	Not attending the defect /complaint on receiving the complaint either through telephone or email	1 day	Rs 500/- per Day beyond stipulated time
(b)	If mandatory quarterly service is not done		Rs 2,000/- per service from payable dues

In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor to be recovered from payable dues. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

3.18 Comprehensive Annual maintenance contract (CAMC)

The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP).

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank conditions and scope of work for which are as under:

- a. Periodical (**Quarterly**) servicing / Health checkup of the system including spare part / defective component replacement in the system /sub-assemblies if found faulty at the during the course of maintenance contract and attending any number of break down calls along with replacement of all spare parts of including all electromechanical parts, Filters, compressor, fan motor, humidifiers (including consumables, if any), heaters, fan blades, capacitor etc. electronic parts, PCB's, VFDs, microprocessor controller cards, LCD display, remote, electrical spare parts, wires (indoor to outdoor), copper piping, drain pipe etc. as per requirement.
- b. Checking/tightening of electrical connections at main switch, wiring, and cooling efficiency.
- c. Checking and cleaning of indoor unit, outdoor unit, including blower, condensation unit, coil, fan, air filter, evaporator coil. Water pressure pump shall be used to clean the coils etc.
- d. Checking of abnormal noise due to bearing failure, oiling of motor etc.
- e. Topping up of refrigerant gas as and when required to maintain efficiency of all units as per OEM standard.
- f. Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- g. Any other services as per the recommendation of OEM to maintain the unit in healthy condition with optimum efficiency during operations.

Penalty for delay in rectification during CAMC:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within stipulated time on receipt of intimation of the defect in the system either telephonically or through email. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station.. In case of failure of attending the complaint within stipulated time, the penalty shall be imposed as follows that shall be deducted from the payable dues subject to maximum 100% of its value.

Sr.No.	Description of the Work (s)	Complaint attending time	Penalty
(a)	Not attending the defect /complaint on receiving the complaint either through telephone or email	1 day	Rs 500/- per Day beyond stipulated time
(b)	If mandatory quarterly service is not done		Rs 2,000/- per service from payable dues

In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor to be recovered from payable dues. The Bank shall have also right to invoke the Bank Guarantee as a penalty for non-responsiveness / non rendering of the AMC services by the contractor and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

Payment of service charges during comprehensive annual maintenance service (CAMC):

The payment during the CAMS period shall be **made on quarterly basis** on rendering satisfactory service and submission of duly signed service reports in original along with invoice.

The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contract period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15 + 60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P))] / 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the current year.
CPI_P	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the previous year.

3.19 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's Office Building, Kanpur. Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.20 Signing of Contract Agreement

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

- i. The e-Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the e-Tender may be rejected.
- ii. On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to **implement the Contract and within fourteen days thereof**, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.
- iii. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.21 Right to Accept Part e-Tender: The Bank reserves the right to accept the e-Tender either in whole or in part at the same prices quoted by the Tenderer.

3.22 Evaluation of e-Tender

- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of total cost of the work and considering the effect of rates quoted for comprehensive service contract for a period of 9 years after the expiry of one year of defect liability / guarantee period.
- Tenderers offers shall be evaluated on the basis of the **Total Cost of Ownership (TCO)** of the said System having 10 years of useful service life. The said **TCO** shall comprise:

1.	Cost of the Capital work	Say (A)
2.	Rebate for Buyback of old system	Say(B)
3.	Comprehensive annual maintenance contract for one year after one year of defect liability period.	Say (C)
	NPV of comprehensive annual maintenance Service contract charges for the period of 9 years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor</i>	

	(MF) for working out NPV of AMC for 9 years after (1 year guarantee period) shall be 7.03. Note: AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender	
4.	Total Cost of Ownership (Net Cost)	$D=A-B+(CX7.03)$
5.	The work will be awarded for the lowest value of total cost of ownership as calculated at (D) above.	

Total Cost of Ownership = Cost of the capital work (A) – Buyback (B)+7.03 *AMC rate (C) of 1st year

3.23 Sufficiency of Schedule of Quantities

- The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.
- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted. Any rate on account of it shall be included in the tender itself.
- The rates quoted in the e-Tender shall include all charges for scaffoldings, watching and lighting by night, guarding and protecting hoist way as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.24 Language: The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English language.

3.25. Other Issues-

The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge. The Tenderer are requested to examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of e-Tender.

3.26. Damages to Bank property:

The contractor is advised to take due care while carrying out the work to avoid any damage to Bank's property. Bank may recover cost including the penalty for damaging Bank's property while carrying out activities non-incidental to the construction projects or otherwise.

3.27. Factory Inspection at Site- Before dispatching the equipment to site, **at the discretion of Bank**, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender document.

The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.28 The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector. The contractor shall provide, without any extra charge, all materials, tools, labor and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.29. Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.

- iv) Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30. Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification.
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.31. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the e-Tender amount, subject to such variations as are provided for herein.

3.32. **Labor License:** The contractor shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). and fulfil all statutory requirements if applicable. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws.

3.33. The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.34 **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 Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or 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 to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

3.35 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 the 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 of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

3.36 Employer entitled to cover 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 said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer 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.

3.37 Abandonment of works- If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank 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.

3.38 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 purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

3.39 Right of employer to terminate contract in the event of death of Contractor or 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.

3.40 Non-disclosure Clause

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.

3.41 Sexual harassment clause-

- a. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

3.42 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.

3.43 The clauses 40,41 & 42 will be part of agreement during DLP and CAMC also.

3.44 Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Date:

Signature of the firm

Place:

(By a person holding the Authority/Power of attorney)

SECTION IV

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 labor 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. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint. 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. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Tenderer.

SECTION V

The Conditions Herein before Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- | | |
|---------------------------|--|
| a) "Employer" | Shall mean the Reserve Bank of India and shall include its assignees and successors. |
| b) In the case of company | "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns. |
| c) "Site" | Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| d) "This Contract" | Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed. |
| e) "Notice in writing" | Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. |
| f) "Act of Insolvency" | Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act. |
| g) "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 net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the 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 the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with |

reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Shall mean Supply, installation, testing and commissioning of Fully automatic Organic waste converter For Bank's office premises and two numbers of residential colonies at Kanpur

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 and Lay out 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, electricity supply and other companies and/or authorities with whose system 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, give to the architect 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 bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

The Contractor shall indemnify the Employer against all claims in respect of 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 Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are 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. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant General Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting:** 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 not 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. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, 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 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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 works.

16. **Measurement of works**: The Bank's Engineer 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 Assistant Engineer 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 Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer 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 above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and 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 in similar character and executed under 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 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 quoted 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 the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of

such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer 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 or 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 (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

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 six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Unfixed materials when considered to be the property of the Employer

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

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 Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them during defects liability period after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction 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, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, 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 money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and

in the event of the amount retained 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 materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause 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 Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
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 sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against 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 portion 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 in respect of damage to person and property**: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in

respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Contractor's All Risk Policy (C.A.R. policy) for the total amount of contract.
 2. Workmen compensation policy.
 3. Third party liability policy with the limit as under: Rs. 10,00,000/- per annum
Rs.2,50,000/- per occurrence
25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from the day of award of work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force major 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 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 specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank 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 Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank'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 moneys due to the Contractor.

30. **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 supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or

- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken 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 work 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 Bank 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. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped under the order of the Architect or 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 in 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 or the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.
32. **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 Appendix 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 Appendix 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 relive 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.

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. 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 (a,b,c,d and f) 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).
35. **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 Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 3.34 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or 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 to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover 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 said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer 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.

38. Abandonment of works

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of

compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. 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 purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

40. Right of employer to terminate contract in the event of death of Contractor or 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.

41. Non-disclosure Clause

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.

42. Sexual Harassment clause

- a. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
 - e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
43. The clauses 41 & 42 will be part of agreement during AMC also.
44. **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
45. Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future
- I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place

Date

Seal and signature of contractor

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	3 months from the date of final commissioning.
3.	Date of commencement	14th day from the date of work order
4.	Period of completion	75 days from the 14th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate	50% of the contract value
7	Period of honoring bill	1 month for interim bill after submission of necessary documents and 3 months for final bill from the date of final measurement and submission of bill

Place

Date

Seal and signature of contractor

SECTION VI

Commercial Checklist

S.N.	Description	Bank's terms	Whether acceptable to the tenderer (indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	Rs 48,800/-	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	75 days from 14th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Defect liability period	12 months from the date of issue of virtual completion certificate.	
7	Penalty during DLP/ warranty period	As per clause 3.18 of part I of tender	
8	Comprehensive AMC	9 years after one year of DLP	
9	Terms of payment	As per tender terms and conditions	
10	Insurance	Shall include for 1. Contractor All Risk Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	
11	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after opening price bid.	
14	Retention Money	As per Section 3.12	
15.	Performance Bank guarantee	As per section 3.12	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section VII

Technical Specifications / Bank's Requirements

6 (A) Scope of Work:

6.	Requirement of the Bank / specification of precision AC / Scope of the work:
6.1	Background: The Bank intends to replace existing 2x3.5 tr precision air conditioners inside IPCCTV server room with new one which will be designed to maintain inside conditions of 20°C ± 1°C and RH = (50 ± 5)% round the year for server rooms
6.2	Requirement details of 3.5 TR Precision AC 1. Type: floor mounted, bottom discharge 2. Tonnage: 3.5 TR minimum 3. Should have two units (in two server rooms) of minimum 3.5 TR each i.e. both should work alternately i.e. one unit work at a time. (1+1) redundancy. Having 24 hours duty cycle. Down discharge 4. Outdoor unit shall be of suitable size to account for high ambient temperature of 48 degree C & indoor temperature i.e. inside server room of 20 degree C ± 1%. 5. Relative Humidity should be maintained between 50 % ± 5% inside the server room. 6. Approved make of Precision AC: Vertiv Liebert, Emerson, Schneider Uniflair, Swegon Blue box, Stulz, Climaveneta, Flakt group.
6.3	i) Unit should have following alarms: Water leakage, Temperature High / Loss of Sensor, Compressor High / Low Pressure, No Air flow, Low Humidifier Water, Temperature high / low, Humidity high / low. ii) Units should have following Safety Protections: a) Single phasing preventers. b) Reverse phasing c) Phase unbalancing d) Phase failure e) Overload tripping (MPCB) of all components f) Wet Floor Sensor Safety Interlocks: Operation of heaters & humidifiers shall be possible only when blower fan is in operation. iii) Sequencing: The sequencing should be feature of the PAC units. The units shall be designed to work for equal no of run hours also in case of fault the standby unit should start. The unit must have a large screen LCD display on controller with user friendly menus and password protections. Should have interface port for BMS compatibility if required.
6.3	Scope of the work The Contractor's scope of work shall include all items of work as per these specifications, terms and conditions of contract etc. as briefly described in Schedule of Quantities. This shall include, but not be restricted to the following: A) Supply, Installation, Testing & Successful commissioning of the following a. Precision Air Conditioning units (Indoor cooling unit & Air-Cooled Outdoor Condensing unit) with motors and Drives, outdoor stands, indoor stand etc. b. Copper pipes, Insulation for Refrigerant Piping, power cable indoor to outdoor unit, Nitrogen pressure testing and initial charge of refrigerant. c. Foundation bolts, Grouting, Vibration Isolators, Base Frames etc. for mounting the outdoor condensing unit, indoor Cooling Unit and other equipment. d. Power supply & earthing of 3 phase, 415 volts, 50Hz AC shall be provided at one point near to outdoor/indoor unit as required, by the Bank. Further distribution including cabling, cable trays etc. shall be in Precision Air Conditioning Bidder's scope. e. Water supply point for precision unit shall be provided by the Bank.

- f. Dismantling and removal of old precision air conditioners along with copper piping cables etc and taking them away as buyback

B) Other activities:

- a. Air Balancing of the entire Precision Air Conditioning installation.
- b. All Minor Masonry, Carpentry and Civil works such as cutting opening in Masonry Walls, Internal Partitions, RCC Slabs etc. for Pipes and Cables and making them good the same to match existing works / décor shall be done by the Bidder, wherever asked for by the Engineer-in-Charge.
- c. All other works associated with above items as per specifications, drawings and conditions of contract except those specifically excluded.
- d. Drainage pipe from unit to drain sump and providing and laying of humidifier piping.
- e. Cleaning of site & handing over the works.
- f. Test reports, operation and maintenance manual for the entire Precision Air Conditioning installation.
- g. Training of Owner's Staff.

Bidders are requested to visit the site to ascertain the exact length and quantities of all the accessories required to successful installation of precision AC.

6.4 Cabinet Construction: The unit shall be powder painted panels with ½" (or 10 mm) insulation. A hinged control access panel opens to a second front panel which is a protection enclosure for high voltage components. The frame is painted with a powder coat finish to protect against corrosion. The unit shall be totally front and rear accessible including any component removal. Indoor unit having side panel double skinned with fibre glass/ class-'O' nitrile rubber insulation inside.

6.5 Refrigeration Circuit

The refrigeration system shall be of the **direct expansion type** and incorporate one or more hermetic inverter / digital scroll compressors, with independent evaporator coil circuit and outdoor unit, complete with crankcase heaters. Compressors will be with necessary protection devices and valves complete. The system shall include auto reset HP control and LP switch, filter drier, auto reset low temperature switch, externally equalized electronic expansion valve, high sensitivity refrigerant sight glass, large capacity filter drier and charging/access ports in each circuit. Additionally, the system must be provided with vibration absorbers on the suction & discharge side of compressor piping to minimize chances of any leaks due to compressor vibrations during start / stop cycle; this must be in addition to the anti -vibration mounts provided for the compressors.

6.6 Evaporator Coil (Dx):

The evaporator coil shall be constructed of rifled bore copper tubes and louvred aluminium fins, with the aluminium / GI frame favouring uniform air distribution. The coil should be straight/ slant coil configuration and drip tray should be fabricated from heavy gauge steel with powder coating to avoid corrosion. The drip trays must be double angled for condensate flow and easily removable for cleaning. The cooling coil shall be of suitable rows deep and designed for high sensible cooling. The evaporator drain tray shall incorporate double sloped gutters for condensate removal.

6.7 Compressor:

The compressors shall be of the high efficiency compliant **variable speed inverter/ digital scroll design**. Each compressor shall have in-built overloads protection, HP and LP controllers and mounted on vibration isolators. Compressor can be single / double of the required capacity as per manufacturer standard.

6.8 Vibration Absorber:

- All units must have vibration Absorbers in compressor suction & discharge lines to prevent cracks on high pressure copper pipelines during start/stop cycle of the compressor.

6.9 Power Monitoring Switch

- All units must be provided with CE certified main power line supervisor switch to monitor under voltage / over voltage / phase reversal of incoming power supply. Provision of one common power monitoring device in electrical panel will not be acceptable. The switch provided must be of reputed make and complying with EU norms.

6.10 Fan and Motor:

Unit must be provided with **direct drive backward curved fans each running with DC drive electronically communicated (EC) motors**, the fans should be aligned and balance statically and dynamically. The fan speed must be controlled based on the room return air temperatures and must have automatic speed control without manual intervention. Units shall be factory balanced in accordance with Section 15071, Mechanical Sound and Vibration Control. Only direct drive fans to be provided in offered units and centrifugal fans with belt drive is strictly not acceptable.

6.11 Accessibility: Service Area:

- The unit shall be accessed from front which will be enabling to access all the main components of the machine from the front for installation purposes and routine servicing.
- The unit shall be serviceable from the front with a maximum service space required of 1 mtr.

6.12 Humidification:

- Humidity control can be achieved by using Infrared humidifier or electrode (resistive) humidifier.
- The Humidifier operation should have periodic flushing cycle. The Humidifier should guarantee a perfect efficiency with low energy consumption and greater durability of components.
- In case of electrode-based humidification, the humidifier shall be fully serviceable with replaceable electrodes and the cost of consumables shall be included in the Comprehensive annual maintenance cost to be quoted by the contractor.

6.13 De-Humidification:

- An inbuilt dehumidifier shall be provided in the units to meet room parameters of the room. De- Humidification can be achieved preferably by using sensors to automatically cycle moisture removal using direct cooling coils or dedicated dehumidifiers as per OEM standards.

Full airflow of the unit will be always maintained to ensure consistent air distribution to the conditioned space. The dehumidifier shall have function of auto drain and proportional control for capacity complete with steam supply and water drain hose pipe.

6.14 Filtration

- Filtration level should be of 90% - 10 microns. Filter should be of HDPE media /nylon filter & washable type. Filters with combustible / dry disposable media are strictly not accepted.

6.15 Electrical Panel Control cabinet to be provided and Type 2 enclosure, with grounding lug, combination magnetic starters with overload relays, circuit breakers and cover interlock, and fusible control circuit transformer.

- **Protection-** The electric panel provided for the unit must be equipped with main incoming power isolation switch, additionally the unit must be provided with under voltage / over voltage / phase reversal / single phasing protection/overcurrent. The electrical panel must also be providing with relay block for common alarm.

6.15 Air Cooled Condenser

- The condensers shall be factory matched to provide an operating range of (+/-) 5 °C to 45°C ambient. Condensers shall be suitable for 24-hour operation and be capable of providing vertical or horizontal discharge.
- The condenser frame shall be constructed from heavy duty steel with powder coating to avoid corrosion and incorporate a specialised microchannel coil or copper tube with mechanically bonded aluminium fins.
- The design of coil shall be as per manufacturer standards to minimise refrigerant pressure drop and ensure an even distribution of high-pressure refrigerant across the entire surface area.
- The condenser fans shall be electronically communicated, low profile, weatherproof type incorporating high efficiency, minimum noise, nominal airflow rate direct drive, external rotor motors with aerodynamically optimised blades.
- The condensers must be provided with electronically controlled fan speed controllers, the speed of fans must be controlled based on refrigerant pressure monitoring.

6.16 Micro Processor Controller

Air conditioning models should be controlled by microprocessor-based controller. It can be programmed to control the function of every device within the unit via I/O. The display and control buttons shall be accessible from the unit front without removing any external panels.

The controller shall feature ISP (In system-Programming) technology to support program upload via a PC. The controller shall allow setting and monitoring of the room parameters. Unit utilizes multiple temperature sensors shall be placed at the rack inlet, to ensure management and control of temperature by rack. Control strategies shall be microprocessor based programmable integrated differential controller (P-I-D) with dew point compensation for accurate temperature and humidity control. A selection of return or supply air control shall be provided to suit the application. The controller shall have a user-friendly menu driven interface with supporting help

screens and shall use multi-protocol data communications. Access to the controller settings to prevent against unauthorized access.

► The control system shall allow programming of the following conditions: -

- Return / supply Temperature set point
- Return / supply Temperature band.
- Humidity Set point
- Humidity band

► Following features should be incorporated in the controller: -

- Status Report of the latest event-messages of the unit.
- Input for remote on-off and volt-free contacts for simple remote monitoring of low and high priority alarms: high / low temperature, high/low refrigerant pressure, fan / control failure, compressor / control failure.
- LAN management: functions provided as standard include stand-by (in case of failure of the unit in operation, the second one starts automatically), and automatic rotation. At least one unit in the LAN has to be equipped with Cold Fire large display.
- Automatic restart is provided after a power failure.

► Alarms: - The microprocessor shall activate an audible, visual and general alarm in the event of any of the following conditions.

- High Temperature
- Low Temperature
- High Humidity
- Low Humidity
- Loss of Air
- High Pressure for each compressor in case of multiple compressors
- Low Pressure for each compressor in case of multiple compressors
- Humidifier Low Water
- Water Under Floor

These alarms shall have selectable control action enabled, disabled or off.

► The unit shall also incorporate the following protections:

- Single phasing preventers.
 - Reverse phasing
 - Phase unbalancing
 - Phase failure
 - Overload tripping of all components
 - Overvoltage
 - Undervoltage
 - PTC heater
-
- Safety Interlock for operation of heaters & humidifiers only when blower fan is in operation

► Sequencing: The sequencing should be feature of the PAC units. The units shall be designed to work for equal no of run hours. Moreover, in case of fault in one of the units, the standby unit should start automatically.

6.17 Electronic Expansion Valve-

It should be as per OEM standards which can collect temperature and pressure signals at same time to ensure precise control of refrigerant flow giving higher efficiency.

6.19 Refrigerant- Only eco-friendly refrigerant shall be used in the PAC units.

The Detailed Technical specifications and Brochures of the quoted model shall be uploaded along with tender documents.

If any accessories, parts, which are not mentioned above but are required to complete the work, are in the scope of the tenderer.

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

Place:

Date:

Seal and Signature of bidder:

SECTION VIII

Deviations (if any)

A) Schedule of Commercial Deviations

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

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

B) Statement of deviations from Bank's Technical Specification

The following are the particulars of deviations from the requirements of the Technical Specification: -

Sr. No.	Section No.	Clause No.	Deviation proposed	Remarks (including justification)
1	2	3		4

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IX
(to be filled by the contractor)

Details of Technical parameters

S N	Technical Specification	Data to be filled by the bidder
1	Name of the Precision AC Manufacturer	
2	Model No	
3	Net Sensible Cooling Capacity (Watt)	
4	Electrical Power Consumption (Watt)	
5	Net Sensible EER (W/W)	
6	Type of compressor: (Digital Scroll/Inverter Scroll)	
7	No of Compressors	
8	Refrigerant	
9	Air Circulation (m ³ /Hr)	
10	Noise Level (Indoor)	
11	Noise Level (outdoor)	
12	Dimension & Weight (Indoor unit)	
13	Dimension & Weight (outdoor unit)	
14	Operating ambient temperature range (whether -5 to 45 deg C)	
15	Whether the unit(s) are capable of maintaining indoor air conditions (20°C ± 1°C and RH ≤ 50%) year-round in server room? (Yes/ No)?	
16	Whether the units are capable of functioning in one running and one standby mode with equal no. of daily run hours?	

17	Manufacturer data sheet (containing drawing, technical data, performance, general, mechanical and electrical characteristics) submitted with the offer? (Yes/ No)	
18	Manufacturer Manual for installation and commissioning submitted with offer (Yes/ No)	

(separate sheet may be enclosed)

- Technical brochure from OEM needs to be attached for the model offered to ensure the compliance with Bank's requirements.
- The technical details called for to be furnished by the firms without fail. The tender of the firm not furnishing the data is liable for rejection. Replies like 'as per manufacturers standard', 'shall be furnished later", 'as per propriety design" etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete

Signature and Seal of the tenderer

Section X
Un-Priced Bill of Quantities

Sr No.	Item Description	Qty.		Rate (₹)	Amount (₹)
1	Supply, Installation, Testing & Commissioning (SITC) of minimum 3.5 TR Precision Air Conditioners etc.(to be connected in Main and standby) complete with microprocessor controller, variable speed inverter /digital scroll compressor, DX evaporator, direct driven electronically commutated (EC) fan with motor, bottom discharge, initial charging of eco-friendly green refrigerant, capable of round the clock operation in 1+1 redundant mode (one working and one standby) and suitable for providing desired indoor conditions of 20 +/- 1 deg C temperature & 50+/- 5% relative humidity at ambient temperature of up to 45 deg C.	2	Nos.		
2	Copper piping: Supply & laying of interconnecting and suitable size (as per OEM standards) duly 9mm nitrile rubber insulated (if applicable as per OEM guidelines) copper refrigerant piping (liquid and gas ,including discharge and suction) between indoor & outdoor units with required accessories, and supports to be mounted on existing stands etc (Note: Suction and discharge pipe shall be measured together as one length).	30	Rmt		
3	Control cable: Supply & laying of 1100 V, 4Cx2.5 sqmm XLPE copper armored interconnecting power cable between indoor and outdoor units along with suitable terminations with lugs and glands.	30	Rmt		
4	Drain Piping: Supply, Installation, Testing and Commissioning (SITC) of CPVC drain piping of size 40 mm dia along with insulation (as per OEM recommendation) for indoor units complete with insulation, necessary elbows, tees, reducers etc. and connection up to the nearest drain point and as per directions of engineer shall be included.	25	RM		

Sr No.	Item Description	Qty.		Rate (₹)	Amount (₹)
5	Humidifier piping: Supply and laying of 32 mm /as per OEM standard CPVC pipe for humidifier connection providing spares viz. elbows, tees, reducers, sockets, shut off valve (near tank and at source) etc. required for reconnection, as per site requirement all complete and as directed by Bank's Engineer. (Rate inclusive of GST, as applicable).	10	RM		
6	Supply and fixing of heavy-duty aluminium powder coated floor grille with damper suitable for replacing 595 mm x 595 mm floor tile of raised flooring in the server room. (can withstand load upto 500 Kg)	2	Nos.		
7	Supply and fixing of MS heavy duty stand made from minimum 50 mm x 50 mm x 6 mm angle, with one coat of zinc chromate primer and two coats of synthetic enamel paint for mounting the outdoor Precision AC on the floor.	2	sets		
8	Power cable: Supply and laying of 1100 V grade 4C x 10 sqmm copper armoured cable with saddles, accessories.	15	Rmt		
9	Termination of 4C x 10 sqmm copper armoured cable with cable glands and lugs.	4	sets		
A	Gross capital cost (in Rs)				
B	Rebate:- Dismantling and Buyback of old system: Rebate for dismantling and taking away the old and existing Precision Air conditioning units on as is where is basis after commissioning of new system. Rate shall be inclusive of all taxes.	2	sets		
C	Comprehensive annual maintenance charges (CAMC) per 3.5 TR PAC unit for first year of AMC after completion of 1 year of defect liability period from the date of virtual completion, as per scope of CAMC given in Section II of the tender.	2	nos		
D	Total cost of ownership (TCO)= A-B+7.03*C				

Note:

- The amount/ rates quoted above should be inclusive of loading/ unloading charges/shifting charges/labor charges for placing them at designated location, transit cost, statutory taxes etc. as applicable.
- Total Cost of Ownership = Cost of work(A) - Buyback (B)+7.03*Annual total cost of CAMC (1st year)
- Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer for award of work.
- Bill shall be paid as per actual measurement basis for measurable items.

Place:

Date:

Signature with seal:

(Proforma of Bank Guarantee for Security deposit)

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

No. _____ Date _____

To:

The Regional Director

Reserve Bank of India

Mall Road Kanpur – 208001

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messer's _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **(Name of work)** per their Tender No. _____ 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

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

CLIENT's CERTIFICATE for PERFORMANCE OF CONTRACTOR**(for eligible workorders only)****On the Letter Head of company/firm/organization**

Ref. No. _____

Date: _____

The Regional Director

Reserve Bank of India

Mall Road Kanpur – 208001

Dear Sir,

Name of Work:**Client's Certificate regarding performance of the Contractor**

We confirm that M/s. _____ (Name and address of the contractor) _____ have carried out the following work/s for us.

2. Other particulars are given below for your perusal and record-

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	

Sr. No.	Particulars	Comments of the Client
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	Whether the contractor employed qualified engineer/overseer during execution of work?	
10	Performance Report:	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
11	Did the contractor go for arbitration	
	a) If yes, total amount of claim	
	b) Total amount awarded	
12	Comments of the Client on the capabilities of the M/s. _____	
	(Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	d) Mobilisation of adequate T&P	

Sr. No.	Particulars	Comments of the Client
	e) General Behaviour	
13	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)

For S.E.(E) / Executive Engineer (E)

Note:

** Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*

** Responding Officer should be of the Rank of General Manager in respect of Private organizations*

** The matter written in italic not to be printed on the final Performance Certificate*

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK*On the Letter Head of Bank*

Ref. No. _____

Date: _____

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001
Dear Sir,

Name of Work:**Banker's Certificate**

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. _____ (estimated cost).

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship / Public Ltd.)	
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

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

Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.

2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.100/- stamp paper)

यह समझौता अनुबंध भारतीय रिज़र्व बैंक, कानपुर (जिसे इसके बाद "बैंक" कहा जाएगा) और _____ (जिसे इसके बाद "ठेकेदार" कहा जाएगा) के मध्य दिनांक _____ को निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Kanpur (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

जहां _____ बैंक _____ वांछित _____ है, (_____) और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of (_____) and has caused specifications describing the works to be done.

और उक्त विशिष्टताओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की 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 ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे समग्र रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमें निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर, जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया 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')

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और 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 ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, 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 उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रमशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन 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 नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे।

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

- 5 यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण " _____

_____ " के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। कार्य आदेश संख्या _____ इस समझौते का हिस्सा होगा।

This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the “_____ (Name of work) _____” 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. Work order No _____ shall form part of this agreement.

- 6 अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा बहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को ठीक करना होगा।

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

- 7 बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्राइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।

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.

- 8 समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 14 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा तथापि समय विस्तार के प्रावधान ऐसे लिखित तरीके (अर्थात् विलेख या करार या पत्रों/ ई-मेल के आदान-प्रदान) के अधीन होंगे जिन पर दोनों पक्षों परस्पर सहमत हों।

Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition , subject nevertheless to the provisions for extension of time in writing by such form (i.e by way of a deed of agreement or by exchange of letters/emails)as may be mutually decided by the parties..

- 9 इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल कानपुर में किए जाएंगे।

All payments by The Bank under this Contract will be made only at Kanpur.

- 10 इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को कानपुर में उत्पन्न माना जाएगा और इनका निपटान केवल कानपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा।

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

- 11 इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हें पूर्ण रूप से समझ लिया है।

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

- 12 **गैर-प्रकटीकरण खंड** : ठेकेदार बैंक , के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और

गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।

Non-Disclosure clause: 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 are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.

13

यौन उत्पीड़न की रोकथाम संबंधी उपबंध/ Prevention of Sexual harassment clause

ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

he contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint 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 aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.

14. **अप्रत्याशित घटना:** यदि कोई भी पक्ष अपने नियंत्रण से परे किसी घटना के घटित होने के कारण इस समझौते के तहत अपने दायित्वों को निभाने में असमर्थ है (जैसे कि ईश्वर के कार्य, युद्ध जैसी स्थितियाँ, दंगे, श्रमिक हड़ताल, सरकारी कार्य, भूकंप, चक्रवात, आंधी, और अन्य प्राकृतिक आपदाएँ, आदि), उस पक्ष को इस अनुबंध के अंतर्गत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष जारी रखने के लिए इस समझौते के तहत प्रदर्शन को सक्षम करने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस समझौते को समाप्त कर सकती है।

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, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

यदि
ठेकेदार
एक
भागीदारी
या एक
व्यक्ति है If
the
contracto
r is a
Partners
hip or an
Individual

इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं।

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

यदि ठेकेदार एक कंपनी है If the contracto r is a Compan y	इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों का निष्पादन करवाया है। IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
---	--

Signature Clause

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

Shri

(name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
---	---

(1)

Address

.....
.....
.....

2)

.....

Address

.....
.....
.....

Witnesses

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on

.....
.....
.....

In the presence of

The Contractor is signing by the hand of power of attorney whether a company or individual.

(1)

.....

The Contractor is signing by the hand of power of attorney whether a company or individual.

(2)

.....

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

(1)

....

(2)

...

SIGNED AND DELIVERED BY the
Contractor by the hand Of

Shri

and duly constituted attorney.

FORMAT FOR 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 (Name of work) including signing and submission of all documents and providing information / responses to Estate Department RBI, Kanpur representing us in all matters before RBI Kanpur, and generally dealing with RBI Kanpur in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

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

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/s

Stamp/Seal of the Bidder

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

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work:

1. I/We (Name of the bidder) declares that –

I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).

- a) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
- b) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
- c) I/ We or any of our allied firm* are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order 2017, as on(last date of submission of bid).

2. I/We(Name of the bidder) declares that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

ANNEXURE G

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

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,

.....

Reserve Bank of India

.....

Name of Work: _____

1. I / We (Name and address, including Country of location 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. 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 development projects. (Strikeout whichever of the above is not applicable).
3. I /We further 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 even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.
4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be 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 H

Proforma for Letter of Authorization and confirmation for manufacturer's obligation to extend uninterrupted after sales service to RBI

(To be issued by the manufacturers/OEM of precision Air conditioners separately on their letterhead and shall be uploaded by the bidder with the tender)

To,

Date:

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-tender for Supply, Installation, Testing and Commissioning of precision AC units in server rooms at the Bank's Main Office Building in RBI Kanpur -

We _____, (name and address of the manufacturer) the manufacturers 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 developed by us.

Further, We _____ undertake to provide continued after sales service including but not restricted to the following services:

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of Precision AC units of 10 years as indicated elsewhere in the technical bid.
- ii) To assist RBI in investigation of failure/malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the Precision AC units subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of Precision AC units.
- iv) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the Precision AC units.

v) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.

a) To place on record the performance of firm either in the RBI website or other publications.

b) Intimate the Regulatory Authorities / bodies or other Banks.

c) Restrict the firm's participation in further tendering in RBI.

Yours faithfully,

For and on behalf of

M/s _____ (Name of the manufacturer)

Seal and Signature:

Name:

Designation:

Address:

Note: The Content of the letter should not be altered. If any addition or deletion or modification in the content of this letter submitted by the tenderer is noticed, the tender is liable for rejection.

Proforma of undertaking for maintenance confirmation by the tenderer

(on letter head of bidder)

To,

Date:

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-tender for Supply, Installation, Testing and Commissioning of precision AC units in server rooms at the Bank's Main Office Building in RBI Kanpur -

We hereby undertake to maintain the precision AC units to be installed by us in server rooms of your above premises satisfactorily, for a period of not less than 09 years after expiry of the defect liability/ warranty period at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices-based formula, as provided in the tender document.

We shall not fail to provide support in terms of spares etc. due to technological obsolescence or for any reason. We shall continue to provide all-inclusive service to your satisfaction, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

For _____

Authorised signatory

Annexure 'J'

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations.

(To be submitted by **successful** bidder on Non-Judicial Stamp Paper of appropriate value)

To,

Date:

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-tender for Supply, Installation, Testing and Commissioning of precision AC units in server rooms at the Bank's Main Office Building in RBI Kanpur -

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labor and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors. Yours faithfully,

Yours faithfully,

For and on behalf of

M/s _____ (Name of the manufacturer)

Authorised signatory :-

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Declaration for Local Content

(To be given on Company Letter Head for tender value below Rs.10 Crores and by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender valuing Rs.10 Crores or above)

Date: _____

To Whomsoever It May Concern

Subject: Declaration of Local Content

Tender Reference No: _____

Name of Tender / Work: _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has _____% local content which qualifies us as _____(Class I Local/Class II Local/Non-local) supplier:

3. Details of location at which local value addition will be made / made (Complete address to be mentioned): _____

"Local Content" means the amount of value added in India which shall be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours Faithfully,

{Signature of the Bidder, with Official Seal}



**Reserve Bank of India
Estate Department, Kanpur**

**e-Tender
For**

**E-Tender for Supply, Installation, Testing and Commissioning (SITC)
of Precision AC units in Server Room at the Bank's Main Office
Building, RBI Kanpur**

Part II (Price Bid)

Name of Tenderer_____

Address _____

Due date of submission of tender: _____ up to _____

Due date of opening of Part I of the Tender: _____ up to _____

Reserve Bank of India
Estate Department, Kanpur

Sr No.	Item Description	Qty.		Rate(₹)	Amount(₹)
1	Supply, Installation, Testing & Commissioning (SITC) of minimum 3.5 TR Precision Air Conditioners etc.(to be connected in Main and standby) complete with microprocessor controller, variable speed inverter /digital scroll compressor, DX evaporator, direct driven electronically commutated (EC) fan with motor, bottom discharge, initial charging of eco-friendly R410 A green refrigerant, capable of round the clock operation in 1+1 redundant mode (one working and one standby) and suitable for providing desired indoor conditions of 20 +/- 1 deg C temperature & 50+/-5% relative humidity at ambient temperature of up to 45 deg C.	2	Nos.		
2	Copper piping: Supply & laying of interconnecting and suitable size (as per OEM standards) duly 9mm nitrile rubber insulated (if applicable as per OEM guidelines) copper refrigerant piping (liquid and gas ,including discharge and suction) between indoor & outdoor units with required accessories, and supports to be mounted on existing stands etc (Note: Suction and discharge pipe shall be measured together as one length) .	30	Rmt		
3	Control cable: Supply & laying of 1100 V , 4Cx2.5 sqmm XLPE copper armored interconnecting power cable between indoor and outdoor units along with suitable terminations with lugs and glands.	30	Rmt		

Sr No.	Item Description	Qty.		Rate(₹)	Amount(₹)
4	Drain Piping: Supply, Installation, Testing and Commissioning (SITC) of CPVC drain piping of size 40 mm dia along with insulation(as per OEM recommendation) for indoor units complete with insulation, necessary elbows, tees, reducers etc. and connection up to the nearest drain point and as per directions of engineer shall be included.	25	RM		
5	Humidifier piping: Supply and laying of 32 mm /as per OEM standard CPVC pipe for humidifier connection providing spares viz. elbows, tees, reducers, sockets, shut off valve (near tank and at source)etc. required for reconnection, as per site requirement all complete and as directed by Bank's Engineer. (Rate inclusive of GST, as applicable).	10	RM		
6	Supply and fixing of heavy-duty aluminium powder coated floor grille with damper suitable for replacing 595 mm x 595 mm floor tile of raised flooring in the server room. (can withstand load upto 500 Kg)	2	Nos.		
7	Supply and fixing of MS heavy duty stand made from minimum 50 mm x 50 mm x 6 mm angle, with one coat of zinc chromate primer and two coats of synthetic enamel paint for mounting the outdoor Precision AC on the floor.	2	sets		
8	Power cable: Supply and laying of 1100 V grade 4C x 10 sqmm copper armoured cable with saddles, accessories .	15	Rmt		
9	Termination of 4C x 10 sqmm copper armoured cable with cable glands and lugs.	4	sets		
A	Gross capital cost (in Rs)				

Sr No.	Item Description	Qty.		Rate(₹)	Amount(₹)
B	Rebate:- Dismantling and Buyback of old system: Rebate for dismantling and taking away the old and existing Precision Air conditioning units on as is where is basis after commissioning of new system. Rate shall be inclusive of all taxes.	2	sets		
C	Comprehensive annual maintenance charges (CAMC) per 3.5 TR PAC unit for first year of AMC after completion of 1 year of defect liability period from the date of virtual completion, as per scope of CAMC given in Section II of the tender.	2	nos		
D	Total cost of ownership (TCO)= A-B+7.03*C				

Note:

- The amount/rates quoted above should be inclusive of loading/unloading charges/shifting charges to designated location in the bank/labor charges, transit cost, statutory taxes etc.as applicable
- Total Cost of Ownership = Cost of work - Buyback +7.03(AMC cost of one year)
- Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer for award of work.
- Bill shall be paid as per actual measurement basis for measurable items.

Place

Date

Signature with seal

N.B. – Price to be quoted in online mode, at CPPP portal only.

Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates.

Tender shall be evaluated based on the Total Cost of Ownership, as per Tender Part-I Para 3.22