



E - tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai

Estate Cell, BKC, Reserve Bank of India invites e-tender from the contractors empanelled with Reserve Bank of India, Mumbai in category of "Supply and Maintenance of AC" costing between ₹10 Lakh to ₹25 Lakh for the captioned work. The tendering would be done through the e-Tendering portal of CPPP (<https://etenders.gov.in>). All interested eligible empanelled contractors must register themselves with CPPP through the above-mentioned website to participate in the tendering process. The estimated cost of the work is ₹15.5 Lakhs.

SCHEDULE OF TENDER (SOT)

SCHEDULE FOR SUBMISSION OF TENDERS		
Sr. No.	Event	Date and Time
1	E-tender No.	RBI/Mumbai Regional Office/Estate BKC/26-27/3
2	Name of the Work	Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai
3	Estimated cost of the work	₹15.5 Lakh
4	Time allowed for completion of the works from 14th day from the date of written order to commence work	4 Months
5	Mode of e-Tender	Online e-Procurement System (Part I - Techno-Commercial Bid and Part II - Price/ Financial Bid) through CPPP website (https://etenders.gov.in)
6	Date of NIT (along with complete tender) available to download-on CPPP website	August 28, 2026 (Friday) from 05:00 PM onwards
7	Tender Fees	Nil
8	Earnest Money Deposit (EMD)	Nil
9	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at	05:00 PM on September 18, 2026 (Friday)
10	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Up to 03:00 PM on September 28, 2026 (Monday)

11	Date and time for opening of Part-I of the tender (i.e., Techno-Commercial Bid)	On September 29, 2026 (Tuesday) ; 03:00 PM onwards at Estate Cell, BKC, C-8 8 th floor, Reserve Bank of India BKC, Mumbai-400051
12	The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Note:		
(a)	All clarifications, corrigendum, addendum, if any, shall be posted only in tender section of the Bank's website.	
(b)	The Application document containing details regarding the brief scope of work, minimum qualification, process & eligibility criteria, other terms, and conditions etc. can be downloaded from tender section of Bank's website.	

“This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity’s enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.”

**Regional Director
Maharashtra**



Reserve Bank of India
Estate Cell, BKC, Bandra
Mumbai

PART – I

E-TENDER FOR

Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai

Name of the tenderer: _____

Address: _____

Due Date of Submission: Up to 03:00 PM on **September 28, 2026**

Date of Opening Tender: 03:00 PM onwards on **September 29, 2026**

E - tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai

Estate Cell, BKC, Reserve Bank of India invites e-tender from the contractors empanelled with Reserve Bank of India, Mumbai in category of "Supply and Maintenance of AC" costing between ₹10 Lakh to ₹25 Lakh for the captioned work. The tendering would be done through the e-Tendering portal of CPPP (<https://etenders.gov.in>). All interested eligible empanelled contractors must register themselves with CPPP through the above-mentioned website to participate in the tendering process. The estimated cost of the work is ₹15.5 Lakhs.

SCHEDULE OF TENDER (SOT)

SCHEDULE FOR SUBMISSION OF TENDERS		
Sr. No.	Event	Date and Time
1	E-tender No.	RBI/Mumbai Regional Office/Estate BKC/26-27/3
2	Name of the Work	Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai
3	Estimated cost of the work	₹15.5 Lakh
4	Time allowed for completion of the works from 14th day from the date of written order to commence work	4 Months
5	Mode of e-Tender	Online e-Procurement System (Part I - Techno-Commercial Bid and Part II - Price/ Financial Bid) through CPPP website (https://etenders.gov.in)
6	Date of NIT (along with complete tender) available to download-on CPPP website	August 28, 2026 (Friday) from 05:00 PM onwards

7	Tender Fees	Nil
8	Earnest Money Deposit (EMD)	Nil
9	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at	05:00 PM on September 18, 2026 (Friday)
10	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Up to 03:00 PM on September 28, 2026 (Monday)
11	Date and time for opening of Part-I of the tender (i.e., Techno-Commercial Bid)	On September 29, 2026 (Tuesday) ; 03:00 PM onwards at Estate Cell, BKC, C-8 8 th floor, Reserve Bank of India BKC, Mumbai-400051
12	The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Note:		
(a)	All clarifications, corrigendum, addendum, if any, shall be posted only in tender section of the Bank's website.	
(b)	The Application document containing details regarding the brief scope of work, minimum qualification, process & eligibility criteria, other terms, and conditions etc. can be downloaded from tender section of Bank's website.	

“This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity’s enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.”

Important instructions for e-tender (CPPP Portal)

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP) <https://etenders.gov.in/eprocure/app>

Process of E-tender: Bidder manual kit is available on home page.

A) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

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

0120-4001 002

0120-4001 005

0120- 4493395

International Bidders are requested to prefix +91 as country code

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

B) Contact person (RBI)

For Technical Queries

Shri A.B.Patil

Assistant Manager (Tech-Elec)

Contact No.: 9912223053

Email: estatecellbkc@rbi.org.in

For e-Tender Queries

Shri K. Vishnu Vardhan

Assistant Manager

Contact No.: 9493034874

Email: estatecellbkc@rbi.org.in

Disclaimer

Reserve Bank of India (The Bank), Estate Cell, Mumbai (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid **for E -tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

Table of Contents

Sr. No.	Description		Page No.
1	Schedule Of Tender (SOT)		02
2	Important instructions for e-tender (CPPP Portal)		04
	Part -I		
3	Section I	Form of Tender	07
4	Section II	Scope of Work	10
5	Section III	Articles of Agreement	12
6	Section IV	General Instructions to Tenderer(s) & Special Conditions	20
		Special Instructions to Bidders	25
		Safety Codes	32
		Electric Safety	34
		Fire Safety	36
7	Section V	The Conditions Hereinbefore Referred To	38
		Special Conditions	61
8	Section VI	Technical specifications	62
		Approved list of makes	63
		Measurement	64
9	Section VII	Commercial Conditions	65
		Appendix Herein Referred To	67
10	Section VII	Un priced Bill of quantities	68
	Annexures		
11	Annex 1	Undertaking Regarding site visit by the tenderer to understand the work	72
12	Annex 2	Proforma Of Bank Guarantee For Performance Security Deposit	73
13	Annex 3	Declaration for Labour Law & GST	77
14	Annex 4	Declaration for not debarred	78
15	Annex 5	Proforma for Indemnifying the Employer Against Contract labour Rules/regulations	79
16	Annex 6	Proforma for Computerized Measurement Book	80
17	Annex 7	Format For Power of Attorney For Signing Of Proposal	83
18	Annex 8	Proforma of the tenderer's Confirmation of technical sufficiency to deliver the objective of proposed work	84
	Part - II		
19	Bill of Quantities		86

SECTION - I

Form of Tender

To

Regional Director
Reserve Bank of India,
Estate Cell, BKC, 8th floor,
C8 building, E Block,
Bandra Kurla Complex, Bandra,
Mumbai 400051

We have carefully examined the requirements, conditions and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and also having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance to all respects in writing referred to in articles of agreement, general instructions to tenderers and special conditions, conditions hereinbefore referred to, specifications and schedule of quantities with the conditions of the tender and conditions of contract attached hereto by in all respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai
(b)	Estimated cost	:	₹ 15.5 Lakh
(c)	Retention money to be deducted from each on-account bill	:	5%
(d)	Time allowed for completion of	:	4 Months

	the work from the 14 th day after the date of written order to commence work		
--	---	--	--

2. We also agree that our tender will be valid for acceptance by the Bank for 90 days from the date of opening of part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document together with the written acceptance of the Contract.
3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
4. The Tender is submitted online in two parts. 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 thisday of.....2026.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses (1) _____

Signature with name, _____

address and date

Witness (2)

Signature with Name, _____

address and date

SECTION - II

1. SCOPE OF WORK

Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai. The scope of work shall include the following: -

- Supply of cassette type Split air conditioning units along with all accessories/components
- Delivery of equipment's at site in Mumbai including packing, handling, transporting, clearing, loading, unloading at ports in India as well as at site in Mumbai, as approved by Engineer-in-Charge.
- Installation, testing & commissioning of AC equipment's as per technical specifications, and GA drawing, as approved by Engineer-in-Charge.
- Providing all-inclusive service including all spares, etc. during warranty period of new AC units and subsequent comprehensive Annual Maintenance Contract for the committed period of 06 years (minimum.) from the date of expiry of 1-year Defect Liability Period to the Bank. The Warranty period of one year will commence after completion of work of all AC units. After completion of one-year DLP period, AC units will be under CAMC.
- All engineering, equipment, labour, and permits required to satisfactorily completely new AC system required by this Specification.
- Carefully dismantling and removing the existing GI ducting along with the kitchen hood installed above the gas stoves before commencement of the Staff Canteen kitchen renovation work, and reinstalling the same after completion of the renovation. The work shall include all necessary modifications to the existing ducting, fabrication and installation of approximately 20 sq. m of approved make minimum 1.00 mm thick GI ducting, connection to the existing ducting system, and provision of all required ceiling supports, hangers, fittings, accessories, and hardware, complete in all respects and as directed by the Engineer.
- Carefully removing of the existing high wall mounted Split Air conditioner unit along with refrigerant piping, power/control cable from indoor unit (IDU) to outdoor unit (ODU) and ODU except at BOQ Sr. No. 3 in Staff Canteen and rebate for taking away

the removed existing Split AC units both indoor and outdoor, mounting stand of ODU, power/control cable from IDU to ODU and ODU and refrigerant piping on as is where is basis away from the site at Bidder cost.

- The cost of any other work, related to but not mentioned above, required for completion of the job

1.1 In addition to the above works, following works shall be deemed to be included within the scope of work to be done by the contractor:

Scaffolding necessary for erection and all minor builder's work for cutting away and making good to walls and masonry work if required, including repairs to plaster, painting etc. Further, all chase cutting, and openings as required by the Contractor and shown on his drawings, will be carried out by the Contractor. Contractor shall also provide temporary barricades with caution boards at each landing to prevent accident during execution of work.

1.2 It is not the intent to specify completely herein all details of the works covered under this tender. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfil the anticipated performance during the expected life of the system.

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

Place :

Signature of bidder

Date :

SECTION-III

Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Estate Cell, BKC, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous of getting the work of "**E - tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai**" with the defect liability period of one year from the date of completing all works and has caused specifications describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount") vide work order no./ EC..../BKC No. ----- /2026-27 dated -----

S.N.	Description	Amount
1	Total cost of work	₹

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. 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. 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. 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. The Entire System installed by them in Bank's premises shall be under defect liability/warranty period of one year from the date of handing over. In the unlikely event of original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, the contractor shall continue to provide the services to the Bank's satisfaction, by arranging required spares etc. during the defect liability/warranty period of one year
5. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the **Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai** to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. 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. 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. The contractor hereby agrees to commence the work from 14th day of date of work award letter and to complete the entire work within 4 Months 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/e-mails) as may be mutually decided by the parties. Time shall be considered as the essence of this Contract.

9. **Warranty/Defect Liability period:** The work shall be guaranteed against all types of defects for at least a period of one year from the date of handing over to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost including replacement of all spare parts.
10. The bank will not provide any assistance in the form of men/material during the currency of the guarantee. The tenderers will have to make their own arrangements for deputing a helper to skilled personnel including all necessary spares for rectification of the defects reported/observed.
11. All payments by The Bank under this Contract will be made only at **MUMBAI**.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at MUMBAI and only Courts in MUMBAI shall have jurisdiction to determine the same.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.
14. The contractor shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013 or/ and any statutory modification thereof". The contractor shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint 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 employees of the contractor, for instance any monetary relief to Bank's employees, if sexual harassment by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

15. 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 nonperformance 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.
16. 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.
17. Performance Bank Guarantee:
The successful tenderer shall furnish a separate Performance Bank Guarantee (PBG) of 5% of the contract value as Security for due fulfilment of terms and obligation during the period of execution of the work, within the 14th day of date of work order, to the Bank. The Bank Guarantee must be valid for a total 07 years (01 year DLP plus 06 years CAMC). Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per [Annex 6](#) (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Any delay in submission of the above mentioned Performance Bank guarantee will attract penalty at Bank rate.

The bank has the right to invoke the Performance bank Guarantee in its hands without any notice to the firm.

18. Contractor shall take following Insurance Policies:

- Contractor's All Risk Policy for the full Contract Value for entire Contract Period
- Workmen Compensation Policy for all workmen deployed at site
- Third Party Liability Policy as per following details:
 - a. For injury to persons—₹ 2 Lakh per person per accident
 - b. For damage to property – ₹ 5 Lakh per accident

Subject to overall ceiling as per extant Insurance guidelines

19. Comprehensive Annual Maintenance Service contract:

After expiry of the defect liability period of one year from the date of virtual completion of the work, all units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The tenderer shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for gas charging, pressure testing, repair/replacement of condenser coil, evaporator coil, replacement of defective spares, controller card, circuit, PCB, LCD display, remote, compressor, fan motor, fan blade electrical wires etc. for the air conditioners installed at site. Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory service and on submission of duly signed service reports by JE / AM / Mgr (Elect). The Comprehensive Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of 6 years from successful completion of Defect Liability Period of one year. Time for attending the complaint after lodging complaint via email / whatsapp / SMS / Phone or any other means shall be maximum 24 Hrs. Penalty for not attending the complaint on time (Penalty may be waived off by authority under unavoidable circumstances) shall be Rs. 200/day/AC unit subject to a maximum of 25% of the total CAMC amount per year. Service contract shall be renewed for a further additional period of at least 5 years after the initial annual service contract period of one year after one-year DLP. While renewing the contract the new contract amount will be arrived at based on following formula.

$$Ac = Ap [(15 + 60 \times (EPIc/EPIp) + 25 \times (CPIc/CPIp))] \times 1/100$$

Ac	The contract amount for the current year
----	--

Ap	The contract amount for the previous year
EPIc	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year
EPIp	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
CPIp	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

20. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
21. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.

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

Witness

SIGNED AND DELIVERED by

If the party is
partnership firm

In the presence of

or an individual
should be signed
by all or on behalf
of all the partners.

(1)

Address

(2)

Address

Witness

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

(1)

(2)

Directors who have signed these presents
in to- ken thereof in the presence of

(1)

(2)

If the Contractor
signs under its
common seal, the
signa-

ture clause should
tally with the
sealing clause in
the Articles of
Association.

SIGNED AND DELIVERED BY the
Contractor by

the hand of Shri

and duly constituted attorney.

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

SECTION - IV

General Instructions to Tenderer(s) & Special Conditions

1	E-tenders in two parts are invited for <u>E-tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai</u> . The work is estimated to cost Rs 15.5 Lakh and is to be completed within 4 Months from the 14 th day of issuing of work order
2	The tenders for the above work in two parts i.e. Part-I containing technical specifications and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items and amounts in figures shall be submitted in CPPP portal not later than 03:00 PM on September 28, 2026 . No terms and conditions or any other information/ enclosure shall be appearing in Part-II. Any information and enclosure other than prices against the items appearing in part-II shall not be considered for evaluation
3	Part-I and Part-II of the tender will be opened on September 29, 2026 from 03:00 PM onwards. If the tenderer desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed & sealed. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However, the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.
4	Validity of the quoted rate shall be 90 days from the date of opening of the Part-I of the tender.
5	Insurance The contractor shall take all insurances 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 system to the Bank, in the joint names of the Reserve Bank (First name of the Bank) and the contractor before commencement of work and it shall cover the following risks

	- a Contractors all risk insurance inclusive of damage during transportation, fire insurance, Storage, erection testing and commissioning policy for the full contract value. - b Workmen compensation policy for the employees of the contractor at site. - c Third party liability policy for a total of Rs. 5.00 lakh and with a limit of Rs. 2.00 lakh per accident. - d All valid policies shall be submitted to Bank authorities within 14 days from the date of issue of work order. Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.
6	The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, service tax, GST, consumable, labour, transport, insurance policies etc. as imposed by Central/State Government/ Local Bodies. If the Bidders fails to include such taxes and duties in the quotation, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges at the specified site till the work is finally handed over to the Bank. Similarly, no import license will be issued by the Reserve Bank of India, Mumbai. Equipment's, if required to be imported shall be arranged to be imported against the contractor's own import license. All payments will be made at Mumbai and will be in Indian rupees only.
7	Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank. This is not a fixed lump sum contract, but a contract based on item rates. If the tenderer wishes to quote for more than one make of material/equipment/component, they are advised to take copies of Part II of the tender and submit the same for each alternative separately. They are advised for the sake of

	clarity not to indicate different makes and rates on the same sheet. All the pages of Part II of the tenders shall be signed by the contractor and dated.
8	The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and 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 thus altering the aggregate value of the Contract. However, during actual execution of work, if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Bank's Engineer and with the concurrence of the employer, in excess of 25% of the tender quantity, shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overheads and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.
9	The equipment supplied & installed shall be guaranteed against all types of defects for at least a period of one year from the date of handing over the entire work to the Reserve Bank of India, Mumbai. Any defects in the system/subassemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost Including replacement of all spare parts within one week from the date of complaint over E-mail/Mobile/Phone/Text message. The Bank will not provide any assistance in the form of men/material during the currency of the guarantee. The tenderers will have to make their own arrangements for deputing a helper to skilled personnel including all necessary spares for rectification of the defects reported/observed without any charges.
10	The Retention Money @ 5% shall be recovered from each on-account bill till the total recovery amounts to 5% of the contract value. It will be refunded after virtual completion of the work. The amounts retained by the RBI shall not bear any interest.
11	On awarding the work, the successful bidder shall submit a Performance Bank Guarantee (PBG) for 5% of the accepted Contract Value, valid initially for the stipulated

	date of completion plus three months beyond that for due fulfilment of the contractual obligations by the contractor OR amount equivalent to PBG through online mode (NEFT / RTGS). In the event of delayed submission of the Performance Bank Guarantee (PBG) or the equivalent monetary amount, attributable to unavoidable circumstances, charge for delay in submission shall be recovered from the bills of the contractor at Bank Rate. The PBG/ amount equivalent to the PBG paid by the successful tenderer shall be held by the Reserve Bank of India as Security Deposit (SD) for execution and fulfilment of the contract and CAMC period. No interest shall be paid on this deposit. The Bank will withhold 5% of the total value of work done from their bill/s as Retention Money (R.M.). The Security Deposit of the successful tenderer and R.M. will be forfeited if the contractor fails to comply with any of the conditions of contract.
12	The following terms of payment shall be applicable to this contract subject to statutory deductions: • 65% of the quoted rates pro-rata against delivery of AC units mentioned at BOQ Item no. 1, after checking at site and submission of undertaking and Bank Guarantee as per above mentioned clause. • 35% of the quoted rates on completion of installation, testing, commissioning and handing over of the system. • The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the one-year Defect Liability period. • All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable. • The payment will be made as per actual measurements at site.
13	Time is the essence of the contract with respect to the tenderer's scope of works to be carried out under this contract. The entire work shall be completed within 4 Months from the 14th day of letter of acceptance failing which liquidated damages at a rate of 0.25 % of contract amount per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. The successful tenderer shall submit a Bar Chart programme for completion of supply, erection & commissioning of the various components & sub-assemblies. As the work is to be executed in a working building may be after office hours/Weekends/Holidays, the programme for carrying out the work

	should be framed to cause minimal disturbance to the office functioning. The work may also be planned on all Saturdays, Sundays and holidays including extended working hours during weekdays. All debris generated during execution should be removed on the same day including taking adequate precautions to prevent dust/debris falling on computers/telephones/ etc.
14	The successful tenderer shall execute an agreement with the Reserve Bank of India, Mumbai on stamped paper & insurance coverage within Fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Reserve Bank of India, Mumbai shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
15	<u>Right of Technical Scrutiny of final Bill</u> - 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 or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.
16	The Reserve Bank of India, Mumbai reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
I/We have understood all the above-mentioned conditions and they are acceptable to me/us.	

B. Special Instructions to Bidders

1	General	
	i)	Special Instructions to bidders shall be read in conjunction with the General Rules and instructions to Bidders, General Conditions of contract, Special Conditions of Contract, Specifications of work and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Instructions to bidders is repugnant to or at variance with any provisions of the General Rules and Instructions to bidders then unless a different intention appears, the provision(s) of the Special Instructions to bidders shall be deemed to override the provision(s) of the General Rules and Instructions to bidders only to the extent that such repugnance or variance cannot be reconciled with the General Rules and Instructions to bidders.
	iv)	As the work is to be executed in an occupied building, the program for carrying out the work should be framed to cause minimal disturbance to the normal functioning. The work may also be planned on all Saturdays, Sundays and holidays including extended working hours during weekdays.
	v)	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. He should make his own arrangement for storage and protection of all materials supplied by him.
	vi)	All debris generated during execution should be removed on the same day including taking adequate precautions to prevent dust / debris falling on Bank's/ Residents properties etc.
2	Visit to Site before tendering	

	i)	Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed annexure along with Part I of the tender.
	ii)	Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner.
	iii)	Brief specifications and design data mentioned in the tender is not to be accepted as final by any means. The bidders should check and verify the data at site in their own interest. Bidders may explain in detail any design issues along with the tender.
3	Performance Guarantee	
	i)	The successful bidder shall submit a Performance Bank Guarantee (PBG) for 5% of the accepted Contract Value, valid initially for the stipulated date of completion plus three months beyond that for due fulfilment of the contractual obligations by the contractor OR amount equivalent to PBG through online mode (NEFT / RTGS).
	ii)	The successful tenderer shall furnish a separate Performance Bank Guarantee (PBG) of 5 % of the contract value as Security for due fulfilment of terms and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for seven (07) years (01 year DLP & initial 06 years CAMC period) from the date of virtual completion of the project. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Annex 6 (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Any delay in submission of the above mentioned Performance Bank guarantee will attract penalty at Bank rate. The Bank reserves the right to enforce the Bank Guarantees at above clauses in case of unsatisfactory performance of the contractor during the DLP as well as CAMC period.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the

		contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
	a)	Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
	b)	Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
	iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
4	Retention Money / Security Deposit	
	i)	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document in addition to the Performance Bank Guarantee (PBG) shall be held as Security Deposit for the due fulfillment of the contract conditions. The RMD shall be released after successful completion of DLP period of 01 year.
5	Evaluation of Tender	
	Evaluation of Tenders: - Tenders will be evaluated on the basis of Total cost of ownership (TCO) which is sum of the Capital Cost of the system (A) minus buy back amount of old ACs plus the Present value of the Comprehensive Annual Maintenance service contract (CAMC) charges for the life of the AC units for a period of 6 years after the expiry of 01 year defect liability period. NPV Factor will be calculated assuming 5% increase in contract amount every year after first year of CAMC, quarterly payment and at a discount rate of 8%. Total cost of ownership = Capital Cost (A) - buy back amount of old ACs (B) + (CAMC Charges (C) x MF) (MF is the NPV factor for 7 years (01 year warranty + 06 years CAMC) = 4.94)	

	The tenderer with lowest TCO shall be treated as the L1 tenderer. Separate calculation shall be done for evaluation of tender by above formula, if required. (All the above components and applicable GST thereon shall be taken into account for arriving at TCO). Please note that the minimum amount for CAMC shall be taken as Rs. 4000/- plus GST for evaluation of tender. If the total amount of CAMC quoted by the bidder is less than Rs.4,000/- per unit per annum (excl. of GST) then Rs.4,000/- per unit per annum plus GST will be considered for evaluation of L1 bidder.
6	Completion Period and time schedule
	The completion period for the project shall be as specified under schedule 'E'. A macro level time schedule shall also be prepared and submitted by the bidder along with the tender as per following table:
7	Warranty/Defect Liability period (DLP):
	Any defect or fault which may appear during 12 months from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide 04 free service during DLP period in addition to any number of breakdown calls. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
8	Comprehensive Annual Maintenance Service contract:

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

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

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

Conditions	04 TR Inverter Cassette ACs
Comprehensive AMC covers all parts of AC including copper pipe, all type of PCB cards & sensors, LCD displays, drain motors & pipes, capacitor, contactor, flare nuts, connecting valves etc	Yes
Gas charging (Top-up & leakage arrest & refill of full gas etc)	Included in AMC
Labour, transportation, material or any other work for making the AC back to good condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited
AMC Payment	Quarterly after completion of satisfactory service. Service report

	duly signed by authorised person of RBI should be attached with the Bill
Period for CAMC to be provided	For a period of 6 years after 01-year DLP
Hike in AMC amount	As per the formula given at the end of table
Time for attending the complaint after lodging complaint via email / FAX / Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waive by RBI based on the engineer's report)	200/day/AC unit subject to a maximum of 25% of the AMC amount per year.
Alternate AC unit to be provided by the vendor in case, if the time taken for repair is more than five days (In case of major issues like coil leakages, compressor issue, PCB card failure etc), minor complaints (water leakages, fan motor issues, sensor issue) to be attender within two days, otherwise penal charges applicable.	Vendor has to provide an alternate AC / alternate critical spare parts (like compressor, new / alternate PCB card) free of cost based on the request from RBI (if five days exceeds to resolve from attend date). No extra charges will be paid in this regard.

Service contract shall be renewed for a further additional period of at least 6 years after the initial annual service contact period of one year after one-year DLP. While renewing the contract the new contract amount will be arrived at based on following formula

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

A_C	The contract amount for the current year.
-------	---

A_P	The contract amount for the previous year.
-------	--

	EPI _C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.	
	EPI _P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.	
	CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.	
	CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.	
If the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor.			

C. Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10.
 - i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
 - ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.

D. Electric Safety

- i. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
- iii. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
- 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.
- vi. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location
- vii. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
- viii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- ix. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- x. Power supply shall be switched off from the Mains when equipment is not in use.
- xi. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner
- xii. The work site shall be properly illuminated during the work.
- xiii. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen.

- xiv. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- xv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- xvi. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats

E. FIRE SAFETY

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

- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

SECTION - V

The Conditions Hereinbefore 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 means 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 Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
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, Laying, Testing & Commissioning of Electric Cable

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, therefore.
 - 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 19 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 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 there from, 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.
4. **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 byelaws 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 written notice to Bank, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 17 hereof. The contractor shall bring to the attention of the Employer all notices required

by the said Acts, regulations or byelaws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer .The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

5. **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.
6. **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.
7. **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.
8. **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.

9. **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 authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

10. **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.

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 Bank's Engineer 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.

11. **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.

12. 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 of 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.

13. **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.

14. **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.

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

16. The work shall be carried out along with Chiller & its installation work as directed by Bank's Engineer as per site condition
17. **Prices for extra:** The Contractor may, when authorised 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 authorisation 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 authorised and shall be made in accordance with the following provisions.
- (a) 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. 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

18. **Unfixed materials when taken into account 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 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 within twelve months 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 Contractor 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 as security deposit 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 subcontractor employed on the works who has been nominated as provided in various clauses hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the 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 whom the Contractor shall make reasonable objection where the Bank 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 Subcontractor.

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 Bank 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 Bank 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.**

- i Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
- ii Workmen compensation policy.
- iii Third party liability policy with the limits as under.
 - a) Rs.2,00,000/- per incidence
 - b) Rs 5,00,000/- for the contract period

25. **Insurance for work:** The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure 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 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 14 days from the commencement of the works.** 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 he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the 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 Section IV, Clause 13 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 neighbouring 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 endeavours 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 Bank that he is able to carry out and fulfil the Contract and to given security therefore, if so required by the Bank.

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, all tools, machinery, other power utensils, 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 should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The employer shall thereafter ascertain and certify in writing under his hand what 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 for three months under the order of the Bank 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 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 instalments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim 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 instalments 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 "instalment 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 2 and 19 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, 28 (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 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 otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

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.

40. **Computerized Measurement Book:**

- i. Bank's Engineer shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
- ii. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
- iii. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Bank's Engineer or his authorized representative as per interval or program fixed in consultation with Bank's

Engineer or his authorized representative. After the necessary corrections made by the Bank's Engineer, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

- iv. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Bank's Engineer and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Bank's Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
- v. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.
- vi. The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

- vii. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
- viii. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
- ix. The contractor shall give not less than seven days' notice to the Bank's Engineer or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Bank's Engineer or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Bank's Engineer consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- x. Bank's Engineer or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- xi. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment

in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for workmen can be availed from the available source at site free of cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor.
5. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
6. The Tendered may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall should be cut by chase cutter only.
7. Cable shall be marked both the side with aluminium name plate.
8. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
9. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
10. All dismantling work and work generating noise shall be done during the daytime and holidays and day time work shall have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates.
11. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
12. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
13. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.

SECTION - VI

Technical specifications

Bank intends to provide cassette type air conditioner units for providing comfort condition in the dining room at BKC.

Sr. No.	Description
1	• Capacity : 4 Tr (minimum) • Full Load rated cooling Capacity (100%) : minimum 14,000 W • Category : Inverter Type 4 Way Ceiling Mounted Cassette AC • Power supply : 3 phase, 50 Hz, 400 - 440V • Compressor type: Rotary / Swing / Scroll • Warranty : Minimum One year • Star rating: BEE minimum 5 Star (Latest) • Condenser and evaporator coils : 100% Copper • Refrigerant : R410 / R32 • Cost of minor civil / electrical works such as providing marking for making opening in false ceiling, drilling through the wall, core cutting on the walls/ceiling, end termination of cables, cable tie/ clamps, copper pipe clamps, cassette unit Hanging using minimum 10mm threaded rods along with anchor fasteners, supports, or as prescribed by OEM supports, refrigerant gas top up, brazing of extra copper pipes etc. as per site condition should be done without any extra charge to Bank. • Year of Manufacture: 2026
2	Carefully dismantling and removing the existing GI ducting along with the kitchen hood installed above the gas stoves before commencement of the Staff Canteen kitchen renovation work, and reinstalling the same after completion of the renovation. The work shall include all necessary modifications to the existing ducting, fabrication and installation of approximately 20 sq. m of approved make minimum 1.00 mm thick GI ducting, connection to the existing ducting system, and provision of all required ceiling supports, hangers, fittings, accessories, and hardware, complete in all respects and as directed by the Engineer.

Approved list of makes: -

Sr. No.	Description	Approved makes
1	Cassette type Split AC	O'general Mitsubishi Heavy Mitsubishi Electric Daikin
2	Copper Refrigerant pipes	Parasmani Totalline Mandev tubes
3	Pipe section Thermal Insulation	Armacell K-flex A-flex
4	UPVC Drainpipe	Prince Astral Supreme
5	Electric cable	Polycab Finolex
6	G.I. Sheets	Tata / Jindal / Sail

- All Power/control cables and wires should be of FRLS/FRLSH grade with duly IS marked on the cables.

Measurement

1. Piping

a) Piping shall be measured along the center line of installed pipes including all pipe fittings. No separate payment shall be made for fittings and accessories.

b) The rates for piping work shall include all wastage allowances, pipe supports, hangers, nuts and check nuts, vibration isolators, suspension where specified or required, and any other item required to complete the piping installation. None of these items will be separately measured nor paid for.

2. Free kit refrigerant copper pipes /wires/ drain lines “if any” along with AC unit will be excluded from the length measurements, which will not be paid by Bank. Remaining additional lengths will be accounted for final measurements.

3. Suitable Ranged Thermometer and pressure gauges for measurement of Indoor grill and room temperature and Coil pressures respectively will have to be arranged by Contractor without any charge to Bank.

4. Joint measurement has to be carried out before concealing the items which cannot be measured later stage.

5. Copper and communication wires shall be laid with Minimum shortest route / Feasible route shall be done after the approval from Bank’s Engineer.

6. Any additional minor items required and exclusively not indicated for completion of work, which are not covered under line item shall be in contractor’s scope. No additional payment shall be made by Bank.

SECTION – VII

Commercial Conditions

(Tenderer has to submit the following undertaking for acceptance)

Sr. No	Description	Bank's terms	Acceptance	
			Yes	No
1.	Validity	90 days		
2.	Terms of payment	The following terms of payment shall be applicable to this contract subject to statutory deductions: • 65% of the quoted rates pro-rata against delivery of AC units mentioned at BOQ Item no. 1, after checking at site and submission of undertaking and Bank Guarantee as per above mentioned clause. • 35% of the quoted rates on completion of installation, testing, commissioning and handing over of the system. • The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the one-year Defect Liability period. • All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable.		
3.	Amount	Firm, inclusive of all taxes, duties, levies, octroi, insurance etc. during the contract period.		

4.	Insurance	As mentioned in Section IV Paragraph 5		
5.	Defect liability period	12 months from date of handing over to Bank's Engineer		
6.	Liquidated Damages clause	As mentioned in Section IV, Para 14		

APPENDIX HEREIN REFERRED TO

Sr. no	Description	Details
1	Defects liability Period	12 months from the date of issue of virtual completion certificate
2	Period of measurement	1 month from the date of final commissioning
3	Date of commencement	14 th day from the date of award of letter
4	Period of completion	4 Months from the 14 th day of work order
5	Liquidated Damages	Rs.0.25% of the contract amount per week of delay subject to a maximum of 10% of the contract amount.
6	Value of work for interim certificate for running bill	Rs 4.00 Lakh
7	Instalment after virtual completion	100% of Earnest money shall be released
8	Period of honouring interim certificate	1 month for RA bill and 3 Months for final bill
9	Interest for delayed payment	Interest rate of provident fund

SECTION - VIII

Un priced Bill of quantities

Sr. No.	Description	Qty	Rate	Amount
1	Supply of approved make minimum 4.0 Tr capacity, energy efficient, 3 phase, 50 Hz, 400 - 440V, Inverter Cassette type Split air conditioner unit having minimum BEE 5 Star rating valid till 2026, with required amount of R410A / R32 refrigerant gas, cordless LCD display remote handset, 4 side / 360° uniform airflow etc.	06 Nos.		
2	Installation, Testing and Commissioning of above stated cassette type split air conditioner units with required necessary support arrangement from ceiling and panel will be in the line level of false ceiling, as per OEM specifications / requirements.	06 Nos.		
3	Supply Installation, Testing and Commissioning of approved make minimum 40mm UPVC pipe with pipe section Class 'O' type nitrile rubber thermal insulation of minimum 19 mm thick on it, U-trap and all accessories for drain pipeline from indoor units to nearest drainpipe available at site and required support from ceiling or wall.	100 Mtrs		
4	Supply Installation, Testing and Commissioning of approved make suitable size (as per OEM recommendation) copper refrigerant piping with pipe section Class 'O' type closed cell elastomeric nitrile rubber insulation thermal insulation of minimum 19 mm thick on each refrigerant pipe (Supply and return pipe set) from each unit indoor to respective outdoor with proper support at minimum 0.5 mtrs distance.	120 Mtrs		

Sr. No.	Description	Qty	Rate	Amount
5	Supply, Installation of floor mounting duly painted with synthetic enamel paint over a coat of epoxy primer on minimum 50 mm x 50 mm x 5 mm MS angle frame bracket and height minimum 150 mm using same angle and minimum 8 Nos of 25 mm thick antivibration pads and required hardwares.	06 Set		
6	Supply Installation, Testing and Commissioning of approved make of minimum size 4c x 4.0 sq mm copper conductor FRLS insulated flexible cable in addition to the other cables recommended by OEM from indoor to outdoor unit of each cassette type SAC unit. Bank will provide electric supply near ODU of each cassette type SAC unit.	120 Mtrs		
7	Carefully dismantling and removing the existing GI ducting along with the kitchen hood installed above the gas stoves before commencement of the Staff Canteen kitchen renovation work, and reinstalling the same after completion of the kitchen renovation work.	01 Job		
8	Design, supplying, installation, balancing and commissioning of approved make fabricated GSS sheet metal rectangular ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports, bends, transitions, reducers, end caps, collars etc as required complete in all respect in confirmation to IS : 655 and approved drawings and specifications of 1.00 mm sheet thickness complete as required.	10 sq.mtrs.		
A	Total Sr no 1 to 8			

Sr. No.	Description	Qty	Rate	Amount
B	CGST@ 9% on A			
C	SGST@ 9% on A			
D	Total amount (A to C)			
9	Carefully removing of the existing high wall mounted Split Air conditioner unit along with refrigerant piping, power/control cable from indoor unit (IDU) to outdoor unit (ODU) and ODU except AC No. 3 in Staff Canteen and rebate for taking away the removed existing Split AC units both indoor and outdoor, mounting stand of ODU, power/control cable from IDU to ODU and ODU and refrigerant piping on as is where is basis away from the site at Bidder cost.	05 Set		
E	Total of 9			
F	CGST@ 9% on E			
G	SGST@ 9% on E			
H	Total amount (E to G)			
10	<u>CAMC:</u> Comprehensive AMC for each 4.0 Tr capacity cassette type SAC for per annum rate, after one year of DLP period. Rate shall be inclusive of repair/replacement of condenser coil, evaporator coil, wireless remote handset, compressor, blower fan, PCB, condenser, drain pump, gas charging as and when required and pressure testing of refrigerant piping, etc	06 Nos.		
I	Total of 10			
J	CGST@ 9% on I			

Sr. No.	Description	Qty	Rate	Amount
K	SGST@ 9% on I			
L	Total amount (I to K)			
M	TCO = D - H + (4.94 *L)			

Note: If the total amount at Sr. No. I is less than Rs 4,000/- per unit per annum then Rs 4,000/- per unit per annum will be considered for evaluation of L1.

UNDERTAKING

(Regarding site visit by the tenderer to understand the work)

To,

Regional Director,
Reserve Bank Of India,
Estate Cell, BKC, 8th floor,
C8 building, E Block,
Bandra Kurla Complex, Bandra,
Mumbai 400051

Dear Sir/Madam,

**NAME OF WORK E -tender for Supply, Installation, Testing and Commissioning
(SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's
Office building at Bandra Kurla Complex, Bandra, Mumbai**

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

Yours faithfully

()

Authorised signatory

(Name and address of the Tenderer with Company Seal)

Date:

Annex 2

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

To,

Regional Director,
Reserve Bank Of India,
Estate Cell, BKC, 8th floor,
C8 building, E Block,
Bandra Kurla Complex, Bandra,
Mumbai 400051

Dear Sir,

**NAME OF WORK E -tender for Supply, Installation, Testing and Commissioning (SITC) of
Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at
Bandra Kurla Complex, Bandra, Mumbai**

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged

only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature

Name

Address

.....

Witness 2

Signature

Name

Address

.....

(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).

Declarations to be submitted along with each bill by the contractor on his letterhead

1. DECLARATION

I, Shri/Smt.being the owner/proprietor/ director of..... (name of the firm/establishment), do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and Code on Wages, 2019 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labour engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

2. GST DECLARATION

I do hereby declare that the GST Registration Number of my/our firm/ company/ establishment is..... and the GST claimed in the bill will be paid duly to the Government of India after receipt of the same from the Bank.

I will inform the Bank in due time about the payment of GST to Government of India.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

(To be uploaded along with tender Part-I on the letterhead bidder)

NAME OF WORK E-tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai

1. I/We (Name of the bidder) declares that
 - a) 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).
 - b) 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).
 - c) 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.

2. I/We.....(Name of the bidder) declare 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.

Proforma for Indemnifying the Employer Against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank Of India,
Estate Cell, BKC, 8th floor,
C8 building, E Block,
Bandra Kurla Complex, Bandra,
Mumbai 400051

Dear Sir/Madam

**E -tender for Supply, Installation, Testing and Commissioning (SITC) of Cassette type
Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla
Complex, Bandra, Mumbai**

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.

Yours faithfully,

For _____

Authorised signatory

Proforma for Computerized Measurement Book

RESERVE BANK OF INDIA

Estate Cell BKC

Mumbai

Name Of Work:

Name Of Firm:

Measurement Book No:

Name Of Work: -

Name Of the Firm:

Work Order Reference No:

Time Completion Period:

Scheduled date of Completion of work:

Actual date of Completion of work:

First RA / Final Bill - Measurements

	Name of the work		
	Name of the Contractor		
	Work Order Reference		
	Invoice Details		
	Date of Completion of Work as per Tender		
	Actual Date of completion of work		
Sr No	Description	Qty.	Unit
1			

First RA / Final Bill – Abstract of Cost

	Name of the work				
	Name Of the Contractor				
	Work Order Reference				
	Invoice Details				
	Date of Completion of Work as per Tender				
	Actual Date of completion of work				
Sr No	Description	Qty.	Unit	Rates	Amount
1					
	Total Amount inclusive of GST				

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We (Name of the Bidder and address of their registered office) do hereby constitute, appoint and 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 bid for the Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split air conditioning units in the Staff Canteen at Bank's Office building at Bandra Kurla Complex, Bandra, Mumbai, including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

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

Signature/s of bidders

Names

Stamp and seal of bidder/s

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).

Proforma of the tenderer's Confirmation of technical sufficiency to deliver the objective of proposed Work

To

The Regional Director
Reserve Bank Of India,
Estate Cell, BKC, 8th floor,
C8 building, E Block,
Bandra Kurla Complex, Bandra,
Mumbai 400051

Subject: Confirmation of technical sufficiency of design to deliver the objective of proposed Work

Sir,

We have examined the objective, technical specifications and bill of quantities indicated in the tender for the proposed work. After examining the same, we confirm that the technical specifications and the bill of quantities set out in the tender are sufficient to implement and deliver the stated objective of the tender. In case of any improvement is required to achieve the stated objective, the same will be provided without any additional cost to Bank.

Yours faithfully

M/s (Name of the tenderer)

Signature

Name:

Designation:

Address:

Date:

Company Seal



Reserve Bank of India
Estate cell, BKC, Bandra
Mumbai

PART – II

E-TENDER FOR

**Supply, Installation, Testing and Commissioning (SITC) of Cassette type Split
air conditioning units in the Staff Canteen at Bank's Office building at Bandra
Kurla Complex, Bandra, Mumbai**

Name of the tenderer _____

Address _____

Due Date of Submission: Up to 03:00 PM on **September 28, 2026**

Date of Opening Tender: 03:00 PM onwards on **September 29, 2026**

Bill of Quantities (BOQ)

Sr. No.	Description	Qty	Rate	Amount
1	Supply of approved make minimum 4.0 Tr capacity, energy efficient, 3 phase, 50 Hz, 400 - 440V, Inverter Cassette type Split air conditioner unit having minimum BEE 5 Star rating valid till 2026, with required amount of R410A / R32 refrigerant gas, cordless LCD display remote handset, 4 side / 360° uniform airflow etc.	06 Nos.		
2	Installation, Testing and Commissioning of above stated cassette type split air conditioner units with required necessary support arrangement from ceiling and panel will be in the line level of false ceiling, as per OEM specifications / requirements.	06 Nos.		
3	Supply Installation, Testing and Commissioning of approved make minimum 40mm UPVC pipe with pipe section Class 'O' type nitrile rubber thermal insulation of minimum 19 mm thick on it, U-trap and all accessories for drain pipeline from indoor units to nearest drainpipe available at site and required support from ceiling or wall.	100 Mtrs		
4	Supply Installation, Testing and Commissioning of approved make suitable size (as per OEM recommendation) copper refrigerant piping with pipe section Class 'O' type closed cell elastomeric nitrile rubber insulation thermal insulation of minimum 19 mm thick on each refrigerant pipe	120 Mtrs		

Sr. No.	Description	Qty	Rate	Amount
	(Supply and return pipe set) from each unit indoor to respective outdoor with proper support at minimum 0.5 mtrs distance.			
5	Supply, Installation of floor mounting duly painted with synthetic enamel paint over a coat of epoxy primer on minimum 50 mm x 50 mm x 5 mm MS angle frame bracket and height minimum 150 mm using same angle and minimum 8 Nos of 25 mm thick antivibration pads and required hardwares.	06 Set		
6	Supply Installation, Testing and Commissioning of approved make of minimum size 4c x 4.0 sq mm copper conductor FRLS insulated flexible cable in addition to the other cables recommended by OEM from indoor to outdoor unit of each cassette type SAC unit. Bank will provide electric supply near ODU of each cassette type SAC unit.	120 Mtrs		
7	Carefully dismantling and removing the existing GI ducting along with the kitchen hood installed above the gas stoves before commencement of the Staff Canteen kitchen renovation work, and reinstalling the same after completion of the kitchen renovation work.	01 Job		
8	Design, supplying, installation, balancing and commissioning of approved make fabricated GSS sheet metal rectangular ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports, bends,	10 sq.mtrs.		

Sr. No.	Description	Qty	Rate	Amount
	transitions, reducers, end caps, collars etc as required complete in all respect in confirmation to IS : 655 and approved drawings and specifications of 1.00 mm sheet thickness complete as required.			
A	Total Sr no 1 to 8			
B	CGST@ 9% on A			
C	SGST@ 9% on A			
D	Total amount (A to C)			
9	Carefully removing of the existing high wall mounted Split Air conditioner unit along with refrigerant piping, power/control cable from indoor unit (IDU) to outdoor unit (ODU) and ODU except at Sr. No. 3 in Staff Canteen and rebate for taking away the removed existing Split AC units both indoor and outdoor, mounting stand of ODU, power/control cable from IDU to ODU and ODU and refrigerant piping on as is where is basis away from the site at Bidder cost.	05 Set		
E	Total of 9			
F	CGST@ 9% on E			
G	SGST@ 9% on E			
H	Total amount (E to G)			
10	<u>CAMC:</u>			

Sr. No.	Description	Qty	Rate	Amount
	Comprehensive AMC for each 4.0 Tr capacity cassette type SAC for per annum rate, after one year of DLP period. Rate shall be inclusive of repair/replacement of condenser coil, evaporator coil, wireless remote handset, compressor, blower fan, PCB, condenser, drain pump, gas charging as and when required and pressure testing of refrigerant piping, etc	06 Nos.		
I	Total of 10			
J	CGST@ 9% on I			
K	SGST@ 9% on I			
L	Total amount (I to K)			
M	TCO = D - H + (4.94 *L)			

If the total amount at Sr. No. I is less than Rs.4,000/- per unit per annum then Rs.4,000/- per unit per annum will be considered for evaluation of L1.

Place:

Date:

Signature of contractor with seal