



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh
E-Tender Notice

Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

Reserve Bank of India, Chandigarh (the Bank) invites e-tender from eligible and willing firms for undertaking "Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh". The work is estimated to cost ₹9.99 lakh (including GST) only.

2. It is a **limited e-tender**. Only those interested and eligible firms, which are empanelled for Captioned work under Category III (₹ 5-10 Lakh) in **Estate Department, Reserve Bank of India, Chandigarh, Jaipur, Jammu, and Kanpur Office** and are registered on MSTC portal will be able to take part in the tender process. The tender document is available on website www.rbi.org.in for download.

3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at <https://www.mstcecommerce.com/eprocn> on or before August 29, 2025 11:00 AM.

5. Part-I of the e-tender will be opened on August 29, 2025, at 03:00 PM on MSTC website. The timeline of the tender is as follows:

A	E-Tender No.	RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327
B	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through MSTC Portal https://www.mstcecommerce.com/eprocn)
C	Estimated Cost	₹9.99 lakh (Rupees Nine Lakh Ninety-Nine Thousand Only) (Including GST)
D	Date of availability of E-Tender Document for download on MSTC portal	July 23, 2025 from 05:00 PM onwards
E	Earnest Money Deposit (Only through NEFT)	₹19,980/- (Rupees Nineteen Thousand Nine Hundred Eighty Only) by NEFT to Beneficiary Name: RBI Chandigarh Beneficiary A/c No: 186003001 IFSC: RBIS0CGPA01 (5th and 10th being zero)

		Note: Kindly mention your name/ company name in the NEFT Transaction remarks. However, all MSEs (Micro and Small Enterprises) having Udyam Registration Number (Udyog Aadhar Memorandum Number) participating in tendering process are exempted from payment of Earnest Money Deposit. No interest will be paid on EMD.
F	Last date of submission of EMD	August 28, 2025
G	Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at https://www.mstcecommerce.com/eprocn	July 23, 2025, from 05:00 PM onwards
H	Date and time of pre-bid meeting	August 19, 2025 at 11:00 AM Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
I	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	August 29, 2025, till 11:00 AM
J	a. Date and Time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	August 29, 2025, at 03:00 PM Part II will be opened on same day if no deviation is submitted by bidders. Otherwise, the Part II will be opened on any other date which will be communicated to bidders through email.
K	Transaction fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited

All interested companies/agencies/ firms must register themselves with MSTC Ltd. Through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and MSTC website.

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

Regional Director
Reserve Bank of India, Chandigarh



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्प्लिट
एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग कार्य हेतु ई-निविदा

E-Tender for Supply, Installation, Testing and Commissioning of various split
AC units for Regional Director's secretariat at the Bank's Main Office Building
in Chandigarh

Tender No: RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327

(भाग-I तकनीकी-वाणिज्यिक बोली) / (Part-I Techno-commercial Bid)

बोली पूर्व बैठक का समय एवं स्थान	19 अगस्त 2025 को पूर्वाह्न 11:00 बजे स्थान : संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर- 17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	29 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक
निविदा का भाग-I अर्थात तकनीकी- वाणिज्यिक बोली खोलने की तिथि:	29 अगस्त 2025 को अपराह्न 03:00 बजे

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

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

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अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, सम्पदा विभाग, चंडीगढ़ ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानते हैं, न तो भारतीय रिज़र्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसियों और न ही उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से कोई भी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के संबंध में कोई वारंटी या नुमाइंदगी, व्यक्त या निहित प्रदान करता है।

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

इस दस्तावेज़ का प्रयोजन सम्पूर्ण जानकारी प्रदान करने का नहीं है। इच्छुक पार्टियों से अपनी स्वयं की पूछताछ करना अपेक्षित है। इस ई-निविदा के प्रत्यर्थी को अपनी स्वयं की पूछताछ करने की आवश्यकता है और उन्हें केवल खाली ई-निविदा दस्तावेज़ों / फार्मों में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा सम्यक उद्यम का पालन नहीं किया जाता है तो भारतीय रिज़र्व बैंक ज़िम्मेदार नहीं होगा। The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है।

The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रूचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रूचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh
ई-निविदा सूचना

बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्पिलट एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य

1. भारतीय रिज़र्व बैंक, चंडीगढ़ अपने मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्पिलट एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के लिए पात्र एवं इच्छुक फ़र्मों से ई-निविदाएँ आमंत्रित करता है। कार्य की अनुमानित लागत ₹9.99 लाख मात्र (जी.एस.टी सहित) है।
2. यह एक **सीमित ई-निविदा** है। केवल वे फर्म जो संपदा विभाग, भारतीय रिज़र्व बैंक, **चंडीगढ़, जयपुर, जम्मू, एवं कानपुर** कार्यालय में शीर्षकित कार्य हेतु श्रेणी III में (₹ 5-10 लाख) तक के कार्यों के लिए सूचीबद्ध हैं तथा MSTC पोर्टल पर पंजीकृत हैं, ई- निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज़ वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध हैं।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग – I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिनपर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग- II में बैंक की मात्राओं की अनुसूची निर्धारित की जाएगी और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।
4. पात्रता मानदंड को पूरा करने वाली फ़र्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को **29 अगस्त 2025 पूर्वाह्न 11:00 बजे** तक या उससे पहले सभी आवश्यक दस्तावेज़ों को <https://www.mstcecommerce.com/eprocn> पर अपलोड करना होगा।
5. निविदा के भाग-I को **29 अगस्त 2025 को अपराह्न 03:00 बजे** MSTC portal पर खोला जाएगा। निविदा की समय-सारणी निम्नानुसार है:-

(क)	ई-निविदा सं	RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327
(ख)	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाईन) https://www.mstcecommerce.com/eprocn पर भाग I - तकनीकी वाणिज्यिक बोली तथा भाग II - मूल्य बोली
(ग)	अनुमानित लागत	₹9.99 lakh (रूपये नौ लाख निन्यानवे हज़ार मात्र)
(घ)	निविदा दस्तावेज़ बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	23 जुलाई 2025 साँय 05:00 बजे से
(ङ)	बयाना राशि (केवल NEFT के माध्यम से)	₹19,980/- (रूपए उन्नीस हज़ार नौ सौ अस्सी मात्र) लाभार्थी का नाम- भारतीय रिज़र्व बैंक

		IFSC Code: RBIS0CGPA01 (पांचवा और दसवां अंक शून्य है) खाता संख्या: 186003001 हालाँकि, निविदा प्रक्रिया में भाग लेने वाले सभी माइक्रो एंड स्माल एंटरप्राइज़ (MSE) को बयाना राशि के भुगतान से छूट है। बयाना राशि पर कोई भी ब्याज़ नहीं दिया जाएगा।
(च)	बयाना राशि जमा करने की अंतिम तिथि	28 अगस्त 2025
(छ)	https://www.mstcecommerce.com/eprocn पर ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तिथि	23 जुलाई 2025 साँय 05:00 बजे से
(ज)	बोली पूर्व बैठक की तिथि एवं समय	19 अगस्त 2025 पूर्वाह्न 11:00 बजे स्थान: सम्पदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर – 17, चंडीगढ़
(झ)	ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) की अंतिम तिथि	29 अगस्त 2025 को पूर्वाह्न 11:00 बजे
(ञ)	i) ई-निविदा का भाग – I (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि ii) भाग II – (मूल्य बोली) खोलने की तिथि	29 अगस्त 2025 को अपराह्न 03:00 बजे यदि बोलीदाताओं द्वारा कोई विचलन प्रस्तुत नहीं किया गया तो भाग II उसी दिन खोला जाएगा। अन्यथा भाग II किसी अन्य तिथि पर खोला जाएगा जिसकी सूचना बोलीदाताओं को ईमेल के माध्यम से दी जाएगी।
(ट)	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा

सभी इच्छुक कंपनियों / एजेंसियों / फर्मों को MSTC Ltd के माध्यम से उपर्युक्त वेबसाइट के द्वारा निविदा प्रक्रिया में भाग लेने के लिए अपना पंजीकरण कराना होगा। कृपया यह भी ध्यान दें आगे का परिशिष्ट केवल भारतीय रिज़र्व बैंक की वेबसाइट और MSTC वेबसाइट पर प्रकाशित किया जाएगा। बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक को बिना कोई कारण बताए किसी भी निविदा या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक, चंडीगढ़



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh
E-Tender Notice

Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

Reserve Bank of India, Chandigarh (the Bank) invites e-tender from eligible and willing firms for undertaking "Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh". The work is estimated to cost ₹9.99 lakh (including GST) only.

2. It is a **limited e-tender**. Only those interested and eligible firms, which are empanelled for Captioned work under Category III (₹ 5-10 Lakh) in **Estate Department, Reserve Bank of India, Chandigarh, Jaipur, Jammu, and Kanpur Office** and are registered on MSTC portal will be able to take part in the tender process. The tender document is available on website www.rbi.org.in for download.

3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at <https://www.mstcecommerce.com/eprocn> on or before August 29, 2025 11:00 AM.

5. Part-I of the e-tender will be opened on August 29, 2025, at 03:00 PM on MSTC website. The timeline of the tender is as follows:

A	E-Tender No.	RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327
B	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through MSTC Portal (https://www.mstcecommerce.com/eprocn)
C	Estimated Cost	₹9.99 lakh (Rupees Nine Lakh Ninety-Nine Thousand Only) (Including GST)
D	Date of availability of E-Tender Document for download on MSTC portal	July 23, 2025 from 05:00 PM onwards
E	Earnest Money Deposit (Only through NEFT)	₹19,980/- (Rupees Nineteen Thousand Nine Hundred Eighty Only) by NEFT to Beneficiary Name: RBI Chandigarh

		<p>Beneficiary A/c No: 186003001 IFSC: RBIS0CGPA01 (5th and 10th being zero) Note: Kindly mention your name/ company name in the NEFT Transaction remarks.</p> <p>However, all MSEs (Micro and Small Enterprises) having Udyam Registration Number (Udyog Aadhar Memorandum Number) participating in tendering process are exempted from payment of Earnest Money Deposit. No interest will be paid on EMD.</p>
F	Last date of submission of EMD	August 28, 2025
G	Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at https://www.mstcecommerce.com/eproc	July 23, 2025, from 05:00 PM onwards
H	Date and time of pre-bid meeting	<p>August 19, 2025 at 11:00 AM</p> <p>Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh</p>
I	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	August 29, 2025, till 11:00 AM
J	<p>a. Date and Time of opening of Part-I (Techno-Commercial Bid)</p> <p>b. Date of opening of Part II (Price Bid)</p>	<p>August 29, 2025, at 03:00 PM</p> <p>Part II will be opened on same day if no deviation is submitted by bidders. Otherwise, the Part II will be opened on any other date which will be communicated to bidders through email.</p>
K	Transaction fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited

All interested companies/agencies/ firms must register themselves with MSTC Ltd. Through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and MSTC website.

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

Regional Director
Reserve Bank of India, Chandigarh



ई-निविदा की अनुसूची

1.	ई-निविदा नंबर	RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327
2.	कार्य का विवरण	बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्प्लिट एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग कार्य हेतु ई-निविदा
3.	ई-निविदा का प्रकार	ई-प्रापण प्रणाली (ऑनलाइन) https://www.mstcecommerce.com/eproc/ पर भाग I - तकनीकी वाणिज्यिक बोली तथा भाग II - मूल्य बोली
4.	वेबसाइट पर ई-निविदा शुरू होने की तिथि उपलब्ध NIT की तारीख	23 जुलाई 2025 को सायं 05:00 बजे से
5.	बोली पूर्व बैठक की तिथि एवं समय	19 अगस्त 2025 को पूर्वाह्न 11:00 बजे स्थान: सम्पदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर - 17, चंडीगढ़
6.	अनुमानित लागत	₹ 9.99 lakh (रूपये नौ लाख निन्यान हज़ार मात्र) (जी.एस.टी सहित)
7.	बयाना राशि (केवल NEFT के माध्यम से)	₹19,980/- (रूपए उन्नीस हज़ार नौ सौ अस्सी मात्र) लाभार्थी का नाम- भारतीय रिज़र्व बैंक IFSC Code: RBIS0CGPA01 (पांचवा और दसवां अंक शून्य है) खाता संख्या: 186003001 हालाँकि, निविदा प्रक्रिया में भाग लेने वाले सभी माइक्रो एंड स्माल एंटरप्राइज़ (MSE) को बयाना राशि के भुगतान से छूट है। बयाना राशि पर कोई भी ब्याज़ नहीं दिया जाएगा।
8.	बयाना राशि जमा करने की अंतिम तिथि	28 अगस्त 2025
9.	काम शुरू करने के लिखित आदेश की तारीख से चौदहवें दिन से काम पूरा करने के लिए समय की अनुमति	50 दिन
10.	ऑनलाइन ई-टेंडर शुरू होने की तारीख (टेक्नो-कमर्शियल बिड और फाइनेंशियल बिड जमा करने के लिए) https://www.mstcecommerce.com/eproc/	23 जुलाई 2025 सायं 05:00 बजे से

12.	टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	29 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक
13.	भाग-I (अर्थात टेक्नो-कमर्शियल बोली) के खुलने की तिथि और समय	29 अगस्त 2025 को अपराह्न 03:00 बजे
14.	भाग-II (अर्थात मूल्य बोली) के खुलने की तिथि और समय	यदि बोलीदाताओं द्वारा कोई विचलन प्रस्तुत नहीं किया गया तो भाग-II उसी दिन खोला जाएगा। अन्यथा भाग-II किसी अन्य तिथि पर खोला जाएगा जिसकी सूचना बोलीदाताओं को ईमेल के माध्यम से दी जाएगी।
15.	लेन-देन शुल्क	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn

Vendors are required to register themselves online with www.mstcecommerce.com/eprocn

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a) Contact person (MSTC Ltd.) for Vendors:

(i) HO Central Help Desk:

Phone Number :07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

ii) Mr Keshav Arora, Deputy Manager, cdgopn1@mstcindia.in; 9830430434,

iii) Mr Pankaj Kumar, Deputy Manager, cdgopn2@mstcindia.in, 7229068247

Google hangout ID- (for text chat)- mstceproc@gmail.com.

b) **Contact person at RBI (RO/TE)**

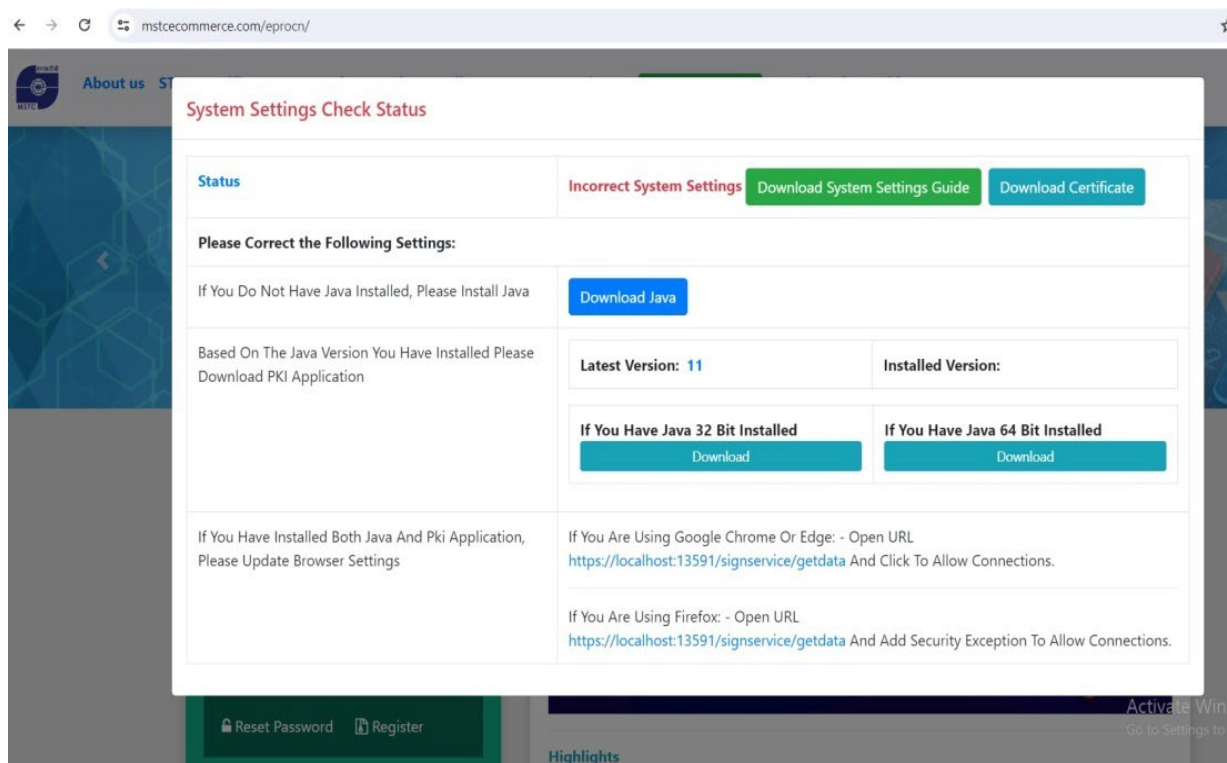
Contact person (RBI):

- i) Sh. Pushkar Pahwa (Asst. General Manager): (pushkarpahwa@rbi.org.in)
- ii) Nishant Pandey (AM-Elect.) 8866503556, (nishantpandey@rbi.org.in)

Guide: -

1. System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn>



2. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalogue” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without payment of the transaction fee.

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

3. Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms, step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-

Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- l) All the above Eligibility criteria papers duly signed and sealed on all pages shall be uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank. Further, the contractor should submit the original of the documents to the Bank when demanded for further tendering process.
- m) The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so

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

Regional Director
Reserve Bank of India
Chandigarh

Section I
Form of Tender

To,
The Regional Director
Reserve Bank of India
Estate Department
Central Vista
Sector 17A
Chandigarh-160017

Place _____
Date _____

Dear Sir,

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

MEMORANDUM

(a)	Description of the work	Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh
(b)	Estimated cost of the work	₹ 9.99 lakh inclusive of GST
(c)	Earnest Money Deposit (EMD)	₹19,980/- (Rupees Nineteen Thousand Nine Hundred Eighty Only) All MSEs (Micro and Small Enterprises) having Udyam Registration Number (Udyog Aadhar Memorandum Number) participating in tendering process are exempted from payment of Earnest Money Deposit.
(d)	Retention Money Deposit (RMD)	5% of the value of work executed from each RA Bill & final bill
(e)	Time allowed for completion of work	50 days from the 14 th day of issue of work order.
(f)	Liquidated Damages	0.25% per week of the cost of work executed, subject to a maximum of 10% of the accepted tender amount

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be

extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards **EMD** valid during the entire period of validity of tender, as per enclosed proforma ([Annexure-I](#)).

3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. 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.

5. The Tender is submitted 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 this _____ day of _____ 2025

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

Section II

General Instructions to tenderers and Special conditions.

1.0 Instructions to Tenderers

- 1.1. E-tenders comprising duly filled in details of both Part I and Part II of the tender should be uploaded on the Bank's website and MSTC Portal for the work of Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh.
- 1.2. The work is estimated to cost **₹9.99 lakh** (including GST) and is to be completed within 50 days from the 14th day of issue of work order.
- 1.3. The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents and not to stipulate any deviations.
- 1.4. **Eligibility Criteria:** This is a limited e-tender. Only the firms already found eligible by the Bank can participate in the e-tendering process.

Tenderers should upload the following documents in respect of fulfilling their eligibility with suitable file names as indicated. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

- a) PAN, GST, UDYAM Registration Certificate and Certificate of Incorporation.
- b) Proof of remittance of EMD
- c) Copy of Power of Attorney as per [Annexure-II](#).
- d) Technical details of proposed system as per Technical specification sheet in Section VI. Detailed specifications of each of the offered items matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures vis-a-vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- e) Site (RBI Chandigarh) Visit Declaration as per [Annexure-VI](#).
- f) Certificate by the bidder regarding country sharing land border with India [Annexure-IV](#).
- g) Undertaking regarding declaration of debarment by public institution(s): [Annexure-V](#).

- h) Indemnity for the Employer against non-compliance to Contract labour Rules Regulations as per [Annexure-VII](#)
 - i) Indemnity for Employer against Patent Right violations as per [Annexure-VIII](#)
 - j) Any other information relevant to the proposed work
- 1.5**
- i. The applicants/tenderers have to submit in MSTC portal before the last date of submission of part-I.
 - ii. The Part-II, i.e., Price-bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfy all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.
 - iii. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
 - iv. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason there for.
 - v. Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the Bank for rejection of his Bid.
 - vi. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.
 - vii. All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the Bank's Website and MSTC Website as given above and will not be published in the newspaper.
- 1.6** A pre-tender briefing meeting cum site visit for the intending tenderers will be held offline at **11:00 hours on August 19, 2025** to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. These issues will be discussed, and all the tenderers will be advised suitably. The pre-bid meeting shall be followed by a visit

to the site. The tenderers are expected to get all the issues clarified during the above meeting and should desist from deviating from the Bank's tender conditions/specifications in their tender (Part-I and Part-II).

1.7 All information, correspondence letters shall be submitted and addressed to the Regional Director, Reserve Bank of India, Estate Department, Chandigarh.

2.0 **Submission of Tender**

The tenderer shall upload the necessary documents as specified in the technical and commercial clause of the tender document before the due date of submission.

2.1 Intending tenderers shall remit an amount of ₹19,980/- by way of DD, NEFT or Bank Guarantee **payable to Reserve Bank of India, Chandigarh** on or before **August 28, 2025**.

The Earnest Money Deposit of the successful tenderer shall be held by the Reserve Bank of India. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD). The EMD shall be released without any interest to the contractor on completion of the work after issue of virtual completion certificate.

2.2 On communication by the Bank about acceptance of tender, the successful tenderer shall be bound to implement the contract and within ten days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. The written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the tenderer whether such formal agreement is or is not subsequently executed.

2.3 All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the **security deposit** if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.0 **Part I – Technical & Commercial**

3.1 Part I - This part shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and

inspection, makes of materials, technical description, drawings.

3.2 Part-I of the tender as submitted shall also contain the following:

- a) Documents to prove eligibility as per eligibility criteria mentioned in clause no 1.4 of Section II, General Instructions to tenderers and Special.
- b) Earnest Money Deposit in the form of NEFT /DD/ Bank Guarantee (BG) issued by a scheduled Bank in India as per Proforma.
- c) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- d) List of deviation, if any, in technical specification/commercial as per format given in Section VII of the tender document. **Deviation mentioned elsewhere shall not be considered.**
- e) **Detailed specifications of each of the offered items** matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures vis-a-vis those given under the
- f) Commercial Check List as per format given in Section VIII of the tender document.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.

3.3 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

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

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

3.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Main Office Building, Central Vista, Sector 17A, Chandigarh- 160017.**

4.0 Part II – Price:

- 4.1 (a) This part shall contain prices in **Indian Rupees only** as per format (Part II). No other enclosure is permitted in Part II. Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards all-inclusive Comprehensive Annual Maintenance Contract (CAMC) will also be in Indian Rupees only.
- (b) No request for any change in rate or conditions after the opening of the tender will be entertained.
- (c) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of to be paid for according to actual measured quantities Tender for Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh at the rates/quantities provided in the schedule of rates (Part-II).
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (e) The lowest bidder declared by e tendering website may not be always actual lowest bidders. Manually all calculations shall be rechecked by the Bank and by mere declaration of L1 bidder on e-tendering website does not entitle a contractor to claim any order.

5.0 Opening of Tender:

- 5.1 Part I of the tenders will be opened on **August 29, 2025 at 15:00 hrs.** in the presence of tenderers. Part II will be opened on same day if no deviation is submitted by bidders. Otherwise, the Part II will be opened on any other date which will be communicated to bidders through email.

6.0 Brief Scope of Work:

- 6.1 The scope of work shall include the following: -
- Delivery of all components, equipment and material for the captioned work to the Bank's site at Chandigarh including insurance, packing, handling, transporting, clearing, loading/ unloading at ports in India and unloading at site in Chandigarh.
 - Supply, installation, testing & commissioning of AC units at site as per technical specifications & scope of work given in Section VI.

- Any other work, related to but not mentioned above, required for completion of the job shall be included in the scope of this contractor.
- 6.2 The tenderer should indicate in his tender the complete description of the working of the system /sub systems with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.
- 6.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered. **Tenderer shall supply/ arrange all tools, plants, labour and consumables etc as required for installation, testing and commissioning work.**
- 7.0 Drawings and Documents:**
- 7.1 The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. The tenderer shall be responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank and returned to the tenderer within two weeks of receipt, duly approved or with observations.
- 8.0 Packing and Dispatch:**
- 8.1 The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's site (Main Office Building) at Chandigarh.
- 9.0 Taxes and subsidies:**
- 9.1 The prices quoted for the work shall include GST and other applicable taxes or any other taxes/duties imposed by Central /State Government/ Local Bodies, charges for labour, transport, insurance charges etc till the work is finally handed over to the Bank. If the Bank is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(GST), Service Tax under reverse mechanism or any other similar taxes, which is or becomes payable by the Bank, the same shall be deducted from the bills of the contractor. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and works contract tax/GST etc. whatever applicable will be deducted at source.

- 9.2 The rates quoted for the work shall be firm till handing over of all the systems. No claim in respect of any statutory variations in the existing tax/duties/ imposition of new tax etc. shall be entertained during execution of the work.
- 9.3 Any statutory variations in the existing tax rates/ imposition of new tax applicable the Comprehensive Annual Maintenance Contract shall be adjusted during the AMC period from the date of such variations, subject to submission of documentary evidence for the same along with the claim.

10.0 Validity of Tender:

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

11.0 Language:

- 11.1 The Tender including all labels in drawings, documents, catalogues etc. shall be in English or Hindi

12.0 Earnest Money & Security Deposit:

12.1 Earnest Money Deposit:

- 12.1.1 The tender must be accompanied by Earnest Money for ₹19,980/- (Rupees Nineteen Thousand Nine Hundred Eighty only) in the form of DD or NEFT or an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Reserve Bank of India payable at Chandigarh. The Bank Guarantee shall be in a format given at [Annexure-I](#) and shall remain un-discharged for such period as may be specified for keeping the tender open.

Details of NEFT are as below:

Beneficiary Name: RBI Chandigarh

Beneficiary A/c No: 186003001

IFSC: RBIS0CGPA01 (5th and 10th being zero)

Note: Kindly mention your name/ company name in the NEFT Transaction remarks.

- 12.1.2 **Validity of BG for EMD:** The Bank Guarantee submitted towards EMD shall remain valid for **03 months from the due date of opening of the tender Part I.**
- 12.1.3 If the Tenderer, after opening of price bid, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be liable to be forfeited.
- 12.1.4 Tender not accompanied by appropriate EMD shall be rejected.

- 12.1.5 The above EMD shall be released upon completion of work in case of successful bidder and returned in other case on non-acceptance of tender.
- 12.1.6 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the EMD will be discharged.
- 12.1.7 The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date of virtual completion to be awarded by the Bank.

13.0 Lowest Tender Not Necessarily to Be Accepted:

- 13.1 The Bank is not bound to accept the lowest /any tender or to assign any reason for non-acceptance.
- 13.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages, and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

14.0 Right to Accept Part Tender: -

- 14.1 The Bank reserves the right to accept the tender either in whole or in part at the prices quoted by the Tenderer.

15.0 Evaluation of Tender: -

- 15.1 The tenders will be evaluated based on the total cost.

16.0 Signing of Contract Agreement: -

- 16.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
- 16.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves with the general conditions of contract, technical specifications, etc.
- 16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.

- 16.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within ten days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. **The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding contract between the Reserve Bank of India and the tenderer so tendering, whether such agreement is or is not subsequently executed.
- 16.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

17.0 Import and Export Licence

- 17.1 Import Licence, if required, will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import licence shall be the sole responsibility of the tenderer.
- 17.2 The Tenderer shall obtain and maintain the necessary license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain licence shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the licence, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

18.0 Inspection of materials/work at site

- 18.1 Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer-in-Charge of the project at the manufacturers' works and then cleared for shipment. The contractor shall offer to the inspector, at contractor's cost all reasonable facilities as may be necessary for inspection and satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the particular specifications attached to this tender document. All the expenditure for Bank's engineer visits and stay shall be borne by the Bank. The Bank's engineer shall inspect the materials at site also after delivery before the same is used in the work.
- 18.2 The Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make

arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

18.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

18.4 The Bank's Engineer shall have the power-

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

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

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

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

19.0 Completion Period:

19.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in Para 34 of Section IV, "The conditions hereinafter referred to" of the contract.

19.2 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

19.3 **Damages for non-completion:** The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as also defined in Section IV of the tender Part-I, which is at the rate of 0.25% of the cost of work executed per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the accepted tender amount, and the Employer may deduct such damages from any money due to the Contractor.

20.0 Insurance

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

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

In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the

Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances, namely -

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor working at site.**
- **Third party liability policy for a total of Rs.5.00 lakh and with a limit of Rs. 2 lakh per accident.**

21.0 Warranty (Defect Liability Period)

- 21.1 The entire system comprising of all AC units shall be warrantied for 12 months from the date of completion and handing over to be free from defective workmanship or materials and any defects that may appear within 12 months which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor within 24 hours of the observation without any additional cost to the Bank. **Any defect in the AC units during defect liability period shall be rectified within 24 hours of the receipt of complaint.**
- 21.2 **Penalty for delay in rectification of fault during DLP:** There will be a penalty of Rs. 500/- per day per AC unit subject to maximum of the amount of retention money held by the Bank, if the defect in the system is not rectified within the period of 24 hours during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

22.0 Terms of Payment

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

- a. First Stage Payment:** 60% of the quoted rates pro rata against Delivery of material at site and on submission of following:
- i) Submission of the test certificates of the various equipment as listed in the tender.
 - ii) Submission of Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems have been delivered at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the Bank.
 - iii) All the Insurance Policies as per tender.

b. Second Stage Payment: 20% of the quoted rate pro rata against installation of AC units at site.

c. Third Stage payment: 15% of the quoted rate pro rata on final testing & commissioning of AC units.

Balance 5% payment shall be released after completion of 1 year of defect liability period from the date of handing over the system to the Bank.

- 22.1 Retention money** of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of contract value as security deposit that shall be returned after successful completion of Defect liability period (of three years).
- 23.** The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- 24.** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
- 25.** A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
- 26.** The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 27.** The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- 28.** 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.

29. The work has to be carried out in occupied premises. Therefore, due care should be taken to avoid inconvenience to the occupants/office working.

30. Prevention of Sexual Harassment of Women:

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

31. Non – Disclosure clause:

- a) 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 Service Provider and /or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.
- b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

- c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Witness

Signature of tenderer

Address and Date

Address and date

Section III - Safety Code

GENERAL SAFETY

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works 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 not 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 labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.0 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should 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.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The staff Working during execution of work shall be provided with all the required safety gadgets and their safety shall be ensured by the contractor. The work shall be carried out under the supervision of Contractor's supervisor.

FIRE SAFETY

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

Place:
Date :

Signature and seal of the contractor

Section IV - The Conditions Hereinafter Referred To

Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
 - (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
 - (b) "Contractor"
(in the case of a partnership)

(in the case of individual)

(in the case of Company)
"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
"Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
"Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
 - (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
 - (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
 - (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
 - (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the

- Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) “The works” Shall mean the Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh as provided herein.

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

Contractor 's Duties

2. Contractor's duties include the following:

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

Variations to be approved by Employer

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

Drawings, Schedule of Quantities & Agreement

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

Work sequence

5. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 50 days as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of Estate

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

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

Contractor to provide everything necessary at his cost

7. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal office functions

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

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

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

Protection of Work and Property

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

Authorities, Notices and Patents

12. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 20 thereof.

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

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license

fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Setting out of work

13. The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works 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 Employer.

Materials and workmanship to conform the descriptions

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

Contractor's superintendence and representative on the works

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

Dismissal of Workmen

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

Access to Works

17. The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give

every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

Assistant Manager (Tech)/ J.E (Elec)

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

The Assistant Manager (Tech) / J.E (Elec) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech) / J.E (Elec) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

Assignments and Sub-letting

19. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
20. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of

Clause 24 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

21. 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 24 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.

Sufficiency of Schedule of Quantities

22. 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.

Measurement of Works

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

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

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

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

Prices for extra etc. ascertainment of

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (a) (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 28 hereof.

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

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

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

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

Removal of improper work

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

Defects after virtual completion

27. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor

employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of virtual completion and Defects Liability Period

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

Nominated Sub-Contractor

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

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

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

Other persons employed by Employer

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

Insurance in respect of damage to person and property

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

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

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

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

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

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

34. **Liquidated Damages:**

If the Contractor fails to complete the work by the date as stipulated in the Contract or within any extended time under relevant Clause and the Employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" to be levied at 0.25% per week of the cost of work executed, subject to a maximum of 10% of the accepted tender amount for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

35. **Delay And Extension of Time**

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

Failure by Contractor to comply with Employer's instructions:

36. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings/ instructions and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer:

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

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

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

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor:

38. If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order

of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 24 hereof.

Certificates and Payments:

39. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 27 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

Delayed Payment:

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

Matters to be finally determined by Employer:

41. The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9, 16, 21, 28, 39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 42 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by Arbitration:

42. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 41 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in

regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

The venue of arbitration shall be Chandigarh, INDIA.

Right of technical scrutiny of final bill:

43. 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.

Employer entitled to recover compensation paid to workmen:

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

Abandonment of Works:

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

Return of surplus materials:

46. Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

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

47. 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.

Accident Reports

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

Marginal Notes

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

50. **A bidder is liable for debarment/disqualification from bidding on the following grounds:**

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract;
 - i. failed to disclose conflict of interest failed to disclose any previous transgressions made in respect of the provisions of sub-clause
 - j. with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in

force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Section V - Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate of the work.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14th day from the date of letter of award of work.
4.	Date of Completion	Date of issue virtual completion certificate after completion of testing and commissioning of the system.
5.	Liquidated damages for delay in completion of work	0.25% per week (for the delay period) of the cost of work executed subject to a maximum of 10% of the accepted tender amount.
6.	Value of works for interim certificates	As per terms of payment
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8	Interest for delayed payment	@ rate of interest of Provident Fund

Place:
Date :

Signature and seal of the contractor

Section VI

Technical Specifications and Schedule of Work

Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

BoQ Item No.	Item Description	Specifications
1	Cassette type split AC units with heat pump (Nominal marketing capacity: Min. 3 TR- should meet all technical specifications given in the next column)	<ul style="list-style-type: none"> • <u>Capacity at rated standard operating conditions</u> Cooling capacity: Min. 10,000 W Heating capacity: Min. 10,500 W • <u>Performance</u>: EER\geq2.78 & CoP\geq3.18 • <u>Refrigerant</u>: R-32/ R-410A • <u>Condenser/ Evaporator</u>: Copper • <u>Drain pump</u>: Inbuilt with max. vertical lifting capacity of 750 mm. • <u>Ambient temperature operating range</u>: -6 degC to 46 degC • <u>Year of manufacturing</u>: Not before 2024 • <u>Approved makes</u>: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent
2	Cassette type split AC units with heat pump (Nominal marketing capacity: Min. 1.8 TR- should meet all technical specifications given in the next column)	<ul style="list-style-type: none"> • <u>Capacity at rated standard operating conditions</u> Cooling capacity: Min. 6,500 W Heating capacity: Min. 6,500 W • <u>Performance</u>: EER\geq3.38 & CoP\geq3.38 • <u>Refrigerant</u>: R-32/ R-410A • <u>Condenser/ Evaporator</u>: Copper • <u>Drain pump</u>: Inbuilt with max. vertical lifting capacity of 750 mm. • <u>Ambient temperature operating range</u>: -6 degC to 46 degC • <u>Year of manufacturing</u>: Not before 2024 • <u>Approved makes</u>: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent
3	Cassette type split AC units with heat pump (Nominal marketing capacity: Min. 1.4 TR- should	<ul style="list-style-type: none"> • <u>Capacity at rated standard operating conditions</u> Cooling capacity: Min. 5,000 W Heating capacity: Min. 5,000 W • <u>Performance</u>: EER\geq3.41 & CoP\geq3.43 • <u>Refrigerant</u>: R-32/ R-410A • <u>Condenser/ Evaporator</u>: Copper

	meet all technical specifications given in the next column)	<ul style="list-style-type: none"> • <u>Drain pump</u>: Inbuilt with max. vertical lifting capacity of 750 mm. • <u>Ambient temperature operating range</u>: -6 degC to 46 degC • <u>Year of manufacturing</u>: Not before 2024 • <u>Approved makes</u>: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent
4	Hi-wall type split AC unit with heat pump (Nominal marketing capacity: Min. 1.4 TR- should meet all technical specifications given in the next column)	<ul style="list-style-type: none"> • <u>Capacity at rated standard operating conditions</u> Cooling capacity: Min. 5,000 W Heating capacity: Min. 5,000 W • <u>Performance</u>: ISEER≥4.2 • <u>Refrigerant</u>: R-32/ R-410A • <u>Condenser/ Evaporator</u>: Copper • <u>Ambient temperature operating range</u>: -6 degC to 46 degC • <u>Year of manufacturing</u>: Not before 2024 • <u>Approved makes</u>: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent.
5	Installation of cassette type split AC units	Cost of minor civil/ electrical works such as opening and closing of false ceiling, drilling through the wall, core cutting on the walls, end termination of cables, cable tie/ clamps, copper pipe clamps, cassette unit Hanging using minimum 10mm threaded rods along with anchor fasteners, supports, or as prescribed by OEM supports, refrigerant gas top up, brazing of extra copper pipes etc. as per site condition should be done without any extra charge to Bank.
10	Drain piping	25/ 32 mm ND for branch pipes and 40/ 50 mm ND for header Insulation: 9 mm nitrile rubber tubular insulation Approved makes of uPVC pipe: Astral/ Supreme/ Finolex/ Ashirvad

Place:

Date:

Seal & signature of the Tenderer

Section VII
Schedule of Technical Deviations
(To Be filled by the Bidder)

Table A. Schedule of Technical Information

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

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

Place:

Signature and stamp of the contractor

Date:

Section VIII
Commercial Check List

Sr. No	Description	Bank's Terms	Acceptance of Bank's terms by Tenderer (Yes/No)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	₹ 19,980/-	
3	Terms of payment	As per the tender Part-I Section II, Para 22	
4	Technical specifications	As per tender Part-I, Section VI	
5	Warranty Period / Defect Liability Period	12 months from the date of handing over of the system including defective material & workmanship.	
7	Service after sales	As per tender Part-I Section II, Para 21.1	
9	Completion period	50 days from 14th day of letter of award of work.	
10	Liquidated damages	As per tender Part-I Section II, Para 19.3	
11	Retention Money	As per tender Part-I Section II Para 22.1	
12	Penalty for delay in maintenance services	As per tender Part-I Section II, Para 21.2	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will make the tender liable for rejection.

Place

Date

Signature of Contractor with Seal of the firm

Proforma for Bank Guarantee in lieu of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer'), a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its tender for **"Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh"** and the specifications and terms and conditions enclosed therein.

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

NOW THIS GUARANTEE WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the tenderer for **"Supply, Installation, Testing and Commissioning of various split**

AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh". The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective thereafter.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____ till 2:00 PM (Indian Standard Time), the Surety shall be discharged from all liabilities under guarantee thereafter and the guarantee ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to the surety. The guarantee is to be returned to the surety within 15 days from the date it ceases to be in force. If the guarantee is not received by the surety within that date, it shall be deemed to be automatically cancelled.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above-named Bank.

For and on behalf of
(Banker's Name and Seal)
Branch Manager
(Banker's seal)

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 tender for Supply,
Installation, Testing and Commissioning of various split AC units for Regional Director's
secretariat at the Bank's Main Office Building in Chandigarh on Item Rate Contract basis
for Reserve Bank of India including signing and submission of all documents and
providing information / responses to the Bank, representing us in all matters before the
Bank, and generally dealing with the Bank 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.

करारनामा का प्रारूप / Draft Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On ₹100/- stamp paper)
(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष 2025 के वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, चंडीगढ़ (जिसे इसके बाद "बैंक" कहा गया है) और दूसरे पक्ष _____ (जिन्हें इसके बाद "संविदाकर्ता" कहा गया है) के बीच निष्पादित किया गया।

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

चूंकि, नियोक्ता, बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्पलिट एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग एवं संबन्धित कार्य कराने हेतु इच्छुक है और (जिसे आगे उक्त कार्य कहा जाएगा) उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि संख्या _____ से, तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh -160017** (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally

accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है/

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा।

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

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

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

2.2. कार्य, अनुबंध की निर्धारित अवधि के दौरान, सम्यक उद्यम के साथ किया जाएगा और यदि ठेकेदार निर्दिष्ट अवधि के भीतर काम पूरा करने में विफल रहता है, तो वह परिसमापन हर्जाने का भुगतान करने के लिए उत्तरदायी होगा। परिसमापन हर्जाने की वसूली निष्पादित कार्य की राशि का 0.25% प्रति सप्ताह (या उसके भाग) होगी तथा अधिकतम स्वीकृत निविदा राशि का 10% होगी और नियोक्ता ठेकेदार को देय किसी भी धन से ऐसे नुकसान की कटौती कर सकता है।

The work shall, throughout the stipulated period of the contract, be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages. The recovery of Liquidated Damages shall be 0.25% of the cost of work executed per week (or part thereof) and subject to a maximum 10% of the accepted tender amount and the Employer may deduct such damages from any money due to the Contractor.

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

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of

this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

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

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

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

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

2.6. यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्पलिट एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग एवं संबंधित कार्य के संबंध में काम करने हेतु एक संविदा है, जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों ₹ _____ /- पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh, for ₹ _____ to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

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

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

2.9. समय अवधि इस करार का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 14वें दिन से कार्य प्रारम्भ कर देगा और समय के विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य 50 दिन के भीतर पूरा करेगा, अन्यथा नियोक्ता उक्त शर्तों के अनुसार परिसमापन क्षति की वसूली करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the fourteenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within 50 days subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस करार के अंतर्गत नियोक्ता द्वारा सभी भुगतान भारतीय रिज़र्व बैंक, चंडीगढ़ में ही किए जाएंगे।

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

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

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

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

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

2.13. गैर प्रकटीकरण खंड / Non-disclosure clause:

संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस

सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे। संविदाकर्ता इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में संविदाकर्ता की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

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

2.14. यौन उत्पीड़न खंड / Sexual harassment Clause:

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

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

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

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

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

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

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

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

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

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

2.15 अप्रत्याशित घटना / Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

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

2.16 संविदाकर्ता द्वारा तैनात किए गए सभी श्रमिक या कर्मचारी संविदाकर्ता के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक का किसी भी प्रकार का कोई दायित्व नहीं होगा। ठेकेदार अपने द्वारा नियोजित श्रमिकों को न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम मजदूरी का भुगतान नहीं करेगा। अपने द्वारा नियोजित श्रमिकों को सीधे न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम मजदूरी का भुगतान नहीं करेगा। उचित मजदूरी अर्थात् वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन की मजदूरी और अन्य भत्ते शामिल होंगे, और समय अथवा कार्य के भाग के लिए अन्य भी शामिल होंगे। यह भी आसपास दिये जा रहे ऐसे ही रोजगार के लिए चलित बाजार दर के आधार पर दिये जाएंगे लेकिन यह भी न्यूनतम मजदूरू अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होगी।

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

2.17 संविदाकार अपने या अपने उप- संविदाकार द्वारा नियोजित श्रमिकों के संबंध में बोलीदाता श्रम विनियमन का अनुपालन करेगा या उसमें प्रदान किए गए सभी मामलों के संबंध में अनुपालन कराएगा। संविदाकार मज़दूरी अधिनियम, 1936, न्यूनतम मज़दूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938 के प्रावधानों का पालन करेगा। श्रमिक मुआवजा अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013, या उसमें कोई संशोधन या उससे संबंधित कोई अन्य कानून, कर्मचारी राज्य बीमा/कर्मचारी भविष्य निधि योगदान आदि और

वहां समय-समय पर बनाए गए नियम का पालन करेगा। संविदाकार इन के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा:

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

a. कार्य के निष्पादन के दौरान/के कारण तीसरे पक्ष के नुकसान/जीवन या संपत्ति को हुई क्षति से उत्पन्न कोई भी दावा।

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

b. कार्य के निष्पादन के दौरान संविदाकार द्वारा नियुक्त श्रमिकों को हुई हानि / क्षति से उत्पन्न कोई भी दावा।

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

c. लागू पीएफ/श्रम कानूनों, ईएसआई नियम आदि के गैर-अनुपालन के कारण कोई भी दावा।

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

संविदाकर्ता को काम शुरू करने से पहले अपनी लागत पर भारतीय रिज़र्व बैंक के साथ आवश्यक बीमा कवर (यानी श्रमिक मुआवजा नीति, सीएआर पॉलिसी, तृतीय पक्ष देयता, अग्नि और पारगमन बीमा इत्यादि) लेना होगा।

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

संविदाकर्ता अनुबंध श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 के प्रावधानों का पालन करेगा। अंतिम बिल जारी करने से पहले, संविदाकर्ता इस आशय का एक प्रमाण पत्र प्रस्तुत करेगा कि उसने वास्तव में उसके द्वारा काम पर लगाए गए सभी प्रकार के श्रमिकों को यह कार्य पूरा करने के लिए उस दर पर जो न्यूनतम वेतन अधिनियम, 1949 के तहत निर्धारित दर से कम नहीं है, पर पूरा बकाया भुगतान कर दिया है, और अनुबंधित श्रमिकों को आवश्यक सुविधाएं प्रदान करने के संबंध में CLRA अधिनियम के प्रावधानों का अनुपालन किया है।

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

संविदाकर्ता बैंक के परिसर में तैनात अपने कर्मचारियों की पूरी और अद्यतन सूची प्रदान करेगा। The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

2.18 अनुबंध की समाप्ति / Termination of Contract:

यहां ऊपर दी गई बातों पर प्रतिकूल प्रभाव डाले बिना, बैंक अपने एकमात्र और पूर्ण विवेक पर, बिना कोई कारण बताए और बिना किसी मुआवजे के भुगतान के इस समझौते को तुरंत समाप्त करने का हकदार होगा, यदि बैंक की राय में (जिसे नहीं बुलाया जाएगा) ठेकेदार द्वारा प्रश्न और ठेकेदार पर बाध्यकारी होगा) :-

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith without assigning any reason and without payment of any compensation, if in the opinion of the bank (which shall not be called into question by the contractor and shall be binding on the contractor):-

(i) संविदाकर्ता बैंक की संतुष्टि के अनुसार इस समझौते को लागू करने में विफल रहता है या मना कर देता है। यदि ठेकेदार निविदा शर्तों के अनुसार फ्लैट/फ्लैट में सेवा देने से बचता रहता है या काम नहीं करता है।

The contractor fails or refuses to implement this agreement to the Bank's satisfaction. If the contractor keeps on avoiding or non-performing the service in flats/flat as per the tender conditions.

and/or

ii. यदि संविदाकर्ता का व्यक्ति/कर्मचारी किसी कदाचार में पाया जाता है जैसे कि निवासी के हस्ताक्षर की जालसाजी, ऊट्टी के दौरान शराब पीना।

If contractor's person/workers found in any malpractice such as forgery of resident signature, drinking of alcohol while in duty.

and/or

iii संविदाकर्ता इस अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है।

The contractor commits a breach of any terms and conditions of this agreement.

and/or

iv. संविदाकर्ता को दिवालिया घोषित कर दिया गया है या उसके द्वारा अपने लेनदारों के साथ समझौता किया गया है या यदि संकट या निष्पादन या अन्य प्रक्रिया पर लगाया गया है या ठेकेदार की संपत्ति या संपत्ति के किसी हिस्से का रिसीवर नियुक्त किया गया है।

The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor.

and/or

v. किसी भी कारण से, संविदाकर्ता इस समझौते के तहत अपने दायित्वों को पूरा करने के लिए कानूनन अयोग्य हो जाता है।

For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.

and/or

vi. संविदाकर्ता या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में इस तरह के बदलाव के लिए बैंक की लिखित पूर्व अनुमति के बिना कोई भिन्नता है।

There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

2.19 संविदाकार निम्न के संबंध में भारतीय रिजर्व बैंक के पक्ष में बीमा करवाएगा/संबन्धित दस्तावेज़ जमा करेगा और उसे लागू रखेगा:

- i) कार्य के निष्पादन से व्यक्ति या संपत्ति को हुये नुकसान से / दौरान होने वाली तीसरी पार्टी के नुकसान / उत्पन्न कोई भी दावा;
- ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा नियोजित श्रमिकों को होने वाली हानि/क्षति से उत्पन्न होने वाला कोई भी दावा।

iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि के गैर-अनुपालन के कारण कोई भी दावा।

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

- i) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
- ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

2.20 ठेकेदार को यह सुनिश्चित करना चाहिए कि वेतन के विलंबित भुगतान पर कर्मियों की ओर से किसी भी शिकायत की कोई गुंजाइश न हो। ठेकेदार द्वारा नियुक्त कर्मचारी केवल ठेकेदार के रोजगार में होंगे, भारतीय रिज़र्व बैंक के नहीं। ठेकेदार कर्मचारी भविष्य निधि और विविध प्रावधान अधिनियम, 1952 और कर्मचारी राज्य बीमा अधिनियम, 1948 के प्रावधानों के अनुसार भविष्य निधि और कर्मचारी राज्य बीमा निधि के संबंध में नियोक्ता के योगदान का भुगतान करेगा।

The contractor should ensure that there is no scope for any grievance from the personnel on delayed payment of wages. The employees engaged by the Contractor will be in the employment of the Contractor only and not of the Reserve Bank of India. The contractor shall pay the employer's contribution with regard to provident fund and employees' state insurance fund as per the provisions of the employees' Provident fund and miscellaneous provisions act, 1952 and employees' state insurance act, 1948.

2.21 किसी भी परिस्थिति में ठेकेदार और उसके कर्मचारियों/कर्मचारियों के बीच विवाद के कारण उत्पन्न होने वाले किसी भी जुर्माने या दावे के लिए ठेकेदार पूरी तरह से जिम्मेदार होगा। यदि ठेकेदार और उसके कर्मचारियों/कर्मचारियों के बीच विवाद के कारण कोई दावा या जुर्माना बैंक के लिए कानूनी रूप से बाध्यकारी है, तो उसे ठेकेदार से वसूला जाएगा।

The contractor will be solely responsible for any penalty or claim arising due to dispute between the contractor and its employee/es under any circumstance. If any claim or penalty is legally binding to the Bank due to the dispute between contractor & its employee/es, same shall be recovered from the contractor.

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

हस्ताक्षर खण्ड

Signature Clause:

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

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

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

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

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, चंडीगढ़ कार्यालय

Reserve Bank of India, Chandigarh

(2)

(नाम और पदनाम)

(गवाह/Witness)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, चंडीगढ़ कार्यालय

Reserve Bank of India, Chandigarh

(गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

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

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

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

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

To

**Regional Director
Reserve Bank of India
Chandigarh**

Name of Work: Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

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

2. I/We certify that _____ (Name of the bidder)
- i. Is not from a country sharing land border with India, or
 - ii. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that _____ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank to sub-contract I/We _____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

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

Date:

Place:

Signature and name of the authorised
signatory of the Bidder with stamp

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work: Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

1. I / We _____ (Name of the bidder) declares that,
- a) I / We or any of our allied firm* is / or 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) declares that, I / we or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (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 controlling voice. Further all successors firms will also be considered as allied firms

Annexure-VI

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

Date

The Regional Director
Reserve Bank of India
Estate Department
Central Vista,
Sector 17A
Chandigarh

Dear Sir,

NAME OF WORK: **Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh.**

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of existing site conditions for installation of split AC units and also the scope of work for the proposed system.

Yours faithfully,

For _____

Authorised Signatory

Name and address of the bidder

Sign & seal of the bidder

Date:

Place:

**Proforma for Indemnifying the Employer against non-compliance to Contract labour
Rules / Regulations**

(On Non-Judicial Stamp Paper of appropriate value)

**To
The Regional Director
Reserve Bank of India
Estate Department
Chandigarh- 160017**

Dear Sir,

**Name of Work: Supply, Installation, Testing and Commissioning of various split AC units
for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh.**

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 labour 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 labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorised Signatory

Name and address of the bidder

Sign & seal of the bidder

Date:

Place:

Proforma for Indemnifying the Employer against Patent Right violations

(On Non-Judicial Stamp Paper of appropriate value)

To

**The Regional Director
Reserve Bank of India
Estate Department
Main Office Building
Central Vista, Sector 17A
Chandigarh- 160017**

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning of various split AC units for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees, etc., which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and address of the bidder:

Sign & seal of the bidder:

Date:

Place



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में क्षेत्रीय निदेशक सचिवालय के लिए विविध स्प्लिट एसी
इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग कार्य हेतु ई-निविदा

E-Tender for Supply, Installation, Testing and Commissioning of various split AC units
for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh

Tender No: RBI/Chandigarh Regional Office/Estate/11/25-26/ET/327

(भाग-II मूल्य बोली)/(Part-II Price Bid)

बोलीदाता का नाम :
पता :
दूरभाष सं :
ई-मेल :

बोली पूर्व बैठक का समय एवं स्थान	19 अगस्त 2025 पूर्वाह्न 11:00 बजे स्थान: संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	29 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक
निविदा का भाग I अर्थात् तकनीकी- वाणिज्यिक बोली खोलने की तिथि:	29 अगस्त 2025 को अपराह्न 03:00 बजे



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

**E-Tender for Supply, Installation, Testing and Commissioning of various split AC units
for Regional Director's secretariat at the Bank's Main Office Building in Chandigarh**

(Rates to be submitted in Price Bid Excel on MSTC Portal)

Sr. No.	Description of Item	Qty	UoM
1	Supply of cassette type split AC units with heat pump for hot and cold conditioned air applications meeting following requirements: Cooling capacity: Min. 10,000 W Heating capacity: Min. 10,500 W Performance: EER \geq 2.78 & CoP \geq 3.18 Condenser/ Evaporator: Copper Ambient temperature operating range: -6 degC to 46 degC Refrigerant: R-32/ R-410A Year of manufacturing: Not before 2024 Approved makes: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent. (Rate inclusive of GST, as applicable).	4	Nos.
2	Supply of cassette type split AC units with heat pump for hot and cold conditioned air applications meeting following requirements: Cooling capacity: Min. 6,500 W Heating capacity: Min. 6,500 W Performance: EER \geq 3.38 & CoP \geq 3.38 Condenser/ Evaporator: Copper Ambient temperature operating range: -6 degC to 46 degC Refrigerant: R-32/ R-410A Year of manufacturing: Not before 2024 Approved makes: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent. (Rate inclusive of GST, as applicable).	1	No.

3	Supply of cassette type split AC units with heat pump for hot and cold conditioned air applications meeting following requirements: Cooling capacity: Min. 5,000 W Heating capacity: Min. 5,000 W Performance: EER≥3.41 & CoP≥3.43 Condenser/ Evaporator: Copper Ambient temperature operating range: -6 degC to 46 degC Refrigerant: R-32/ R-410A Year of manufacturing: Not before 2024 Approved makes: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent. (Rate inclusive of GST, as applicable).	1	No.
4	Supply of hi-wall type split AC units with heat pump for hot and cold conditioned air applications meeting following requirements: Cooling capacity: Min. 5,000 W Heating capacity: Min. 5,000 W Performance: ISEER≥4.20 Condenser/ Evaporator: Copper Ambient temperature operating range: -6 degC to 46 degC Refrigerant: R-32/ R-410A Year of manufacturing: Not before 2024 Approved makes: Fujitsu General/ Daikin/ Mitsubishi/ Hitachi/ Panasonic/ Samsung/ approved equivalent. (Rate inclusive of GST, as applicable).	1	No.
5	Installation, testing & commissioning of cassette AC units along with initial charge of refrigerant. (Rate inclusive of GST, as applicable).	6	Nos.
6	Installation, testing & commissioning of hi-wall split AC units along with initial charge of refrigerant. (Rate inclusive of GST, as applicable).	1	No.
7	Supply & laying of Insulated interconnecting copper piping with flexible multicore copper cable of appropriate size between indoor and outdoor units (3/8" for liquid & 5/8" for gas or as recommended by OEM) of cassette type split AC units at item nos. 1 & 2 above. No separate measurement for the length of copper cable shall be done. (Rate inclusive of GST, as applicable).	101	RM
8	Supply & laying of insulated interconnecting copper piping with flexible multicore copper cable of appropriate size between indoor and outdoor units (1/4" for liquid & 1/2" for gas or as recommended by OEM) of cassette type split AC units at item nos. 3 & 4 above. No separate measurement for the length of copper cable shall be done. (Rate inclusive of GST, as applicable).	35	RM

9	Supply & fixing of duly powder coated MS heavy duty floor mount stand for outdoor units. (Rate inclusive of GST, as applicable).	7	Nos.
10	Drain piping: Supply and laying rigid Schedule 40 uPVC drain piping (along with all accessories such as tees, bends, couplers etc.) with 9 mm thick black nitrile tubular insulation sleeve and nitrile rubber tape connecting drain outlets of all indoor units (using 25 mm/32 mm branch line) to nearby drain points through 40 mm/ 50 mm header line, and shall be suspended from the ceiling using proper support and shall run over the false ceiling. (Drain line shall be tested with water for at least 6 hours by installing necessary end caps etc.) (Rate inclusive of GST, as applicable).	85	RM

Place

Date

Signature of Contractor with Seal of the firm