



## **Web Notice**

### **Supply, Installation, Testing and Commissioning of Cassette type (Hot & Cool) ACs at Reserve Bank's Main Office Building, Patna**

Reserve Bank of India, Patna invites tenders in two parts through e-tendering from eligible and willing firms for undertaking “**Supply, Installation, Testing and Commissioning of Cassette type (Hot & Cool) ACs at Reserve Bank's Main Office Building, Patna**”. The work is estimated to cost **₹30.47 lakh** (including GST) only.

2. This is an Open Tender. Only those bidders/vendors, who qualifies the eligibility criteria stipulated in the tender, are eligible to participate in this tender. Further, only those firms, who are registered on MSTC portal will be able to take part in the Tender process. The tender document is available on RBI website <https://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 01, 2025 till 02.00 pm. **Firms which do not comply with the eligibility criteria and/or do not submit EMD by stipulated date and time will not be considered for opening of Part-II of their tender.**

5. Part-I of the e-tender will be opened on August 01, 2025, at 03.00 pm onwards on MSTC website. The timeline of the tender is as follows:

A	E-Tender No.	RBI/Patna Regional Office/Estate/9/25-26/ET/280 [SITC of Cassette ACs]
B	Mode of Tender	e-Procurement System

		(Online Part I – Techno-Commercial Bid and Part II - Price Bid through MSTC Portal <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> )
C	Estimated Cost	₹30.47 lakh (Rupees Thirty Lakh Forty Seven Thousand only) (Including GST)
D	Date of availability of Tender Document for download on MSTC portal	July 11, 2025 from 02.00 pm
E	Starting date of E-Tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at <a href="https://www.mstcecommerce.com/epr">https://www.mstcecommerce.com/epr</a> <a href="https://www.mstcecommerce.com/epr">ocn</a>	July 11, 2025 from 02.00 pm onwards
F	Date and time of pre-bid meeting (offline)	July 17, 2025, at 12.00 pm <b>Venue:</b> 2 <sup>nd</sup> Floor, Estate Department, Reserve Bank of India, Patna – 800 001
G	Earnest Money Deposit (Only through NEFT)	₹60,940/- (Rupees Sixty Thousand Nine Hundred Forty only) @ 2% of the estimated cost to be submitted by all the bidders by NEFT to Beneficiary Name: RBI Patna  Beneficiary A/c No: 186003001 IFSC: RBIS0PTPA01 (5th and 10th being zero)  Note: Kindly mention Work Description and company name in the NEFT Transaction remarks.
H	Last date of submission of EMD	August 01, 2025 till 02.00 pm
I	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	August 01, 2025 till 02.00 pm
J	Date and Time of opening of Part-I (Techno-Commercial Bid)	August 01, 2025 from 03.00 pm onwards

		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

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Further, any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director  
Reserve Bank of India, Patna



**संपदा विभाग Estate Department**

**पटना / Patna**

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

**(केवल ई-निविदा e-Tendering only)**

**निविदा दस्तावेज Tender Document**

**भाग1 PART- I**

**(To be submitted through MSTC portal only)**

**भारतीय रिज़र्व बैंक की मुख्य कार्यालय बिल्डिंग, पटना में कैसेट टाइप (गर्म एवं ठंडा) एयर कंडीशनर का आपूर्ति, संस्थापन, परीक्षण और चालू किए जाने का कार्य के लिए निविदा**

**Supply, Installation, Testing and Commissioning of Cassette type (Hot & cool) ACs at Reserve Bank's Main Office Building, Patna**

**आरबीआई/पटना/संपदा/9/25-26/ईटी/280 [SITC of Cassette type AC]  
RBI/Patna/ Estate/9/ 25-26/ ET/280 [SITC of Cassette type AC]**

**प्रस्तुत करने की देय तिथि:**

**Due Date of Submission:**

**01 अगस्त, 2025 को अपराह्न 2.00 बजे तक**

**August 01, 2025 not later than 14.00 Hrs.**

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## अस्वीकरण DISCLAIMER

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

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

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

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

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

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

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

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

## **Important instructions for E-procurement**

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

1

**Process of E-tender:**

**A) 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 Technical Bid as well as Financial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer/Laptop connected to the Internet. MSTC is not responsible for making such an arrangement. (Bids will not be recorded without Digital Signature).

**MSTC Version(V3):** Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders Vendors are to make their own arrangement for bidding.

SPECIAL NOTE: The Technical and Price bid has to be submitted online at [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo-  
>Register as Vendor -- Filling up details and creating own user id and password → Submit.

2) 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 RBI/MSTC (before the scheduled time of the e-tender).

**Contact person (RBI):**  
Anshuman Tripathi, AM(T-E) : 9415015483 ([anshumantripathi@rbi.org.in](mailto:anshumantripathi@rbi.org.in))  
Sanjay Kumar, Manager: 8004865634 ([abhisekhsaha@rbi.org.in](mailto:abhisekhsaha@rbi.org.in))  
Abhisekh Saha, AM: 8777024272 ([sanjaykumar15@rbi.org.in](mailto:sanjaykumar15@rbi.org.in))

*Contact person (MSTC Ltd)*

Contact Person	Mail	Mobile
Shri Malay Mandal	<a href="mailto:bmpatna@mstcindia.in">bmpatna@mstcindia.in</a>	9831368791
Shri Amit Kumar Goutam	<a href="mailto:ptnopr1@mstcindia.in">ptnopr1@mstcindia.in</a>	9886624201
Shri Mayank Kumar	<a href="mailto:ptnopr3@mstcindia.in">ptnopr3@mstcindia.in</a>	8269000225
Shri Prashant Malviya	<a href="mailto:ptnopr2@mstcindia.in">ptnopr2@mstcindia.in</a>	9899972556

**B) System Requirement:**

	<p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.  To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.  Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.  Other Settings:  Tools =&gt; Internet Options =&gt; General =&gt; Click on Settings under “browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.   To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> once)</p>
2	<p>The Technical Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Financial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee. The transaction fees paid are not refundable.</p> <p><b><u>NOTE</u></b></p> <p>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.</p>
5	<p>Information about tenders/ corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time</p>



	of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Financial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Government Depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor can be considered Successful on acceptance of terms &amp; conditions of the tender.</p>

8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation in terms and conditions of Technical and Commercial are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 05224244702/05224240445 well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

## **निविदा आमंत्रण सूचना The schedule of e-Tender**

क्र.सं.	वस्तु	विवरण
1.	ईनिविदा संख्या-	आरबीआई/संपत्ति/9/पटना/25-26/ईटी/280 [SITC of Cassette type AC]
2.	कार्य का विवरण	भारतीय रिज़र्व बैंक के मुख्य कार्यालय परिसर, पटना में हॉट एवं कूल कैसेट एसी की आपूर्ति, स्थापना, परीक्षण एवं और प्रवर्तन जाने के लिए निविदा
3.	निविदा की पद्धति	ई-ऑनलाइन भाग) निविदा-I - तकनीकी वाणिज्यिक बोली एवं- भाग-II - मूल्य बोलीमाध्यम से ( <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> ई-निविदा के लिए दिशानिर्देश अनुबंध-I में दिए गए हैं।
4.	अनुमानित लागत	₹30.47 लाख (केवल तीस लाख सैंतालीस हजार रुपये) जीएसटी 18% सहित (बैंक के अनुमानित मूल्य में एएमसी राशि शामिल नहीं है।
5.	ईएमडी एवं बीजी (ईमानदारी राशि) (बैंक गारंटी)	₹60,940/- (अनुमानित लागत का 2%) सभी निविदाकर्ताओं द्वारा जमा करना अनिवार्य होगा। असफल निविदाकर्ताओं की ईएमडी कार्य आवंटन के बाद वापस कर दी जाएगी। कार्य आवंटन के बाद, सफल निविदाकर्ता को अनुबंध मूल्य के 5% के बराबर बैंक गारंटी बैंक द्वारा निर्धारित प्रपत्र में (बीजी) जमा करनी होगी। प्रदर्शन बैंक (अनुबंध के अनुपालन के लिए) (पीबीजी) गारंटी कार्यदेश जारी होने के 14 दिनों के भीतर जमा करनी होगी। अपरिहार्य परिस्थितियों में देरी होने पर, बैंक दर पर देरी शुल्क ठेकेदार के बिल से काटा जाएगा। यदि पीबीजी समय पर नहीं जमा की जाती है, तो निविदा रद्द की जा सकती है एवं ईएमडी जब्त कर ली जाएगी। ईएमडी के लिए बैंक गारंटी को सफल निविदाकर्ता द्वारा पीबीजी जमा करने की तिथि तक वैध रखा जाना चाहिए।
6.	पीबीजी (प्रदर्शन बैंक गारंटी)	अनुबंध राशि का 10% (सीएमसी एवं दोष दायित्व अवधि के लिए) अंतिम भुगतान जारी करने से पहले जमा करना होगा, जो एक वर्ष की गारंटी अवधि तक वैध रहेगी। इसके बाद पीबीजी की राशि मूल राशि के 10% तक कम कर दी जाएगी एवं अगले 6 वर्षों तक वैध रखी जाएगी। समय पर पीबीजी जमा नहीं करने पर, बैंक वैध गारंटी की राशि वसूल सकता है।
7.	निविदा आमंत्रण सूचना की (एनआईटी) उपलब्धता की तिथि	11 जुलाई 2025 से 14:00 बजे से डाउनलोड के लिए उपलब्ध
8.	ई निविदा प्रस्तुत करने की प्रारंभ तिथि- (वाणिज्यिक एवं मूल्य बोली-तकनीकी)	11 जुलाई 2025 से 14:00 बजे
9.	बोली-पूर्व बैठक की तिथि और समय (ऑफलाइन)	17 जुलाई, 2025 दोपहर 12.00 बजे स्थान: दूसरी मंजिल, संपदा विभाग, भारतीय रिज़र्व बैंक, पटना - 800001
10.	ई निविदा प्रस्तुत करने की अंतिम तिथि- (वाणिज्यिक एवं मूल्य बोली-तकनीकी)	01 अगस्त 2025 को 14:00 बजे

11.	भाग-I (तकनीकीवाणिज्यिक- बोली ( -एवं भागाII (मूल्य बोली के खुलने की ( तिथि	01 अगस्त 2025 को 15:00 बजे
12.	निविदा की वैधता	भाग-I के खुलने की तिथि से तीन महीने तक
13.	लेनदेन शुल्क-	एमएसटीसी पोर्टल पर उल्लिखित शुल्क का भुगतान एमएसटीसी भुगतान गेटवे आरटीजीएस के माध्यम/एनईएफटी/ सेएमएसटीसी लिमिटेड के पक्ष में

Sl. No	Item	Details
1.	e-Tender No.	RBI/Patna/Estate/9/25-26/ET/280 [SITC of Cassette type AC]
2.	Description of Work	<b>Tender for Supply, Installation, Testing and Commissioning of hot &amp; cool Cassette ACs at Reserve Bank's Main Office Premises, Patna</b>
3.	Mode of Tender	e-Tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> Guidelines for e-tender has been provided as <a href="#">Annexure - I</a> .
4.	Estimated Cost	<b>₹30.47 Lakh</b> (Rupees Thirty Lakh Forty Seven Thousand only) inclusive of GST at 18%. The estimated value of the bank does not include AMC amounts.
5.	Earnest Money Deposit (EMD) & BG	<p>₹60,940/- EMD @ 2% of the estimated cost to be submitted by all the bidders. The EMD shall be returned to the unsuccessful bidders after award of the work to successful bidder.</p> <p>On award of the work, the successful tenderer/ shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the <b>Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.</b></p> <p>Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be</p>

		<p>recovered from the bills of the contractor at Bank rate.</p> <p><b>If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.</b></p> <p>The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.</p>
6.	PBG (Performance Bank guarantee) of 10 % of contract amount against CAMC and defect liability period.	<p>Shall be submitted after handing over &amp; before release of final payment, which shall be valid for during defect liability period/ warranty period of one year. After that PBG value shall be reduced by 10 % of original BG amount which Shall be submitted till further 6 yrs before lapse of the previous BG.</p> <p>Non submission of BG timely, bank may encash the valid BG.</p>
7.	Date of Notice Inviting Tender (NIT) available to parties for download	14:00 Hrs. <b>on July 11, 2025</b> onwards.
8.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	14:00 Hrs. of <b>July 11, 2025</b> onwards.
9.	Date of closing of online e-tender for submission of techno-commercial bid & price bid	14:00 Hrs. on <b>July 11, 2025</b>
10.	Date and time of pre-bid meeting offline	<p><b>July 17, 2025</b>, at 12.00 pm</p> <p><b>Venue:</b> 2<sup>nd</sup> Floor, Estate Department, Reserve Bank of India, Patna – 800 001</p>
11.	Date of opening of Part-I (Techno-Commercial-Bid) and Date of opening of Part-II (Price-Bid)	15:00 Hrs. on <b>July 11, 2025</b>
12.	Validity of the tender	Three months from the date of opening of the PART- I of the Tender.
13.	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment

	gateway/NEFT/RTGS in favour of MSTC Ltd.
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निविदा के भाग I के खुलने के बाद निविदा दस्तावेज के नियमों और शर्तों में कोई भी बदलाव स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-टेंडर फ्लोर में बोली प्रस्तुत करना निविदा के लिए नियमों और शर्तों की उसकी स्वीकृति की पुष्टि करता है। इस निविदा से होने वाला कोई भी ऑर्डर उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को इस ई-टेंडर को रद्द करने या बिना कोई कारण बताए बोली प्राप्त करने की नियत तिथि बढ़ाने का अधिकार है।

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

विक्रेताओं से अनुरोध है कि वे बोली लगाने से पहले प्रणाली से परिचित होने के लिए विक्रेता मार्गदर्शिका पढ़ें तथा [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) पृष्ठ पर वीडियो देखें।

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

## निविदा फार्म/ Form of Tender

The Regional Director  
Reserve Bank of India  
South Gandhi Maidan

**Patna - 800001**

महोदय/ Dear Sir,

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

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

### ज्ञापन / MEMORANDUM

(a)	कार्य का विवरण /Description of work	भारतीय रिज़र्व बैंक की मुख्य कार्यालय बिल्डिंग, पटना में कैसेट टाइप एयर कंडीशनर का आपूर्ति, संस्थापन, परीक्षण और चालू किए जाने का कार्य के लिए निविदा Tender for Supply, Installation, Testing and Commissioning of Cassette ACs at Reserve Bank's Main Office Premises, Patna
(b)	अनुमानित लागत(रु)Estimated cost	रु 30.47 Lakhs (Inclusive of GST)
(c)	बयाना / Earnest money deposit	सभी बोलीदाताओं द्वारा अनुमानित लागत का 2% (₹60,940/-) ईएमडी डिमांड ड्राफ्ट/अपरिवर्तनीय बैंक गारंटी के माध्यम से भारतीय रिज़र्व बैंक के पास जमा किया जाएगा, जिस पर कोई ब्याज नहीं देय होगा। सफल बोलीदाता को कार्य आवंटित करने के 30 दिनों के भीतर असफल बोलीदाताओं की ईएमडी राशि वापस कर दी जाएगी। ₹60,940/- EMD @ 2% of the estimated cost to be submitted by all the bidders. The EMD shall be returned to the unsuccessful bidders after award of the work to successful bidder.
(d)	भुगतान का प्रकार/ Mode of payment	निविदा भुगतान शर्तों के अनुसार As per tender Terms of Payment conditions.
(e)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश के दिन से 44 दिन 44 days from the day of work order.
(f)	परिनिर्धारित हर्जाना Liquidated damages	प्रति सप्ताह निष्पादित कार्य की लागत का 0.25% अनुबंध राशि के अधिकतम 10% के अधीन।
(g)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- एक महीना Final Bill 30 days
H	PBG of 5% of contract amount	Within 14 days of work order and shall valid till completion and handing over the work.
i	PBG (Performance bank guarantee) of 10 % of contract amount against CAMC and defect liability period.	Shall be submitted after handing over & before release of final payment, which shall be valid for during defect liability period/ warranty period of one year. After that PBG value shall be reduced by 10 % of original BG amount which Shall be submitted till further 6 yrs before lapse of the previous BG. Non submission of BG timely, bank may encash the valid BG.

मैं / हम सहमत हैं: I / We agree to:



निविदा स्वीकार होने पर मैं हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने/ और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ ।

Should this tender be accepted, I/We hereby agree to abide and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.

हमने ₹60,940/- की राशि भारतीय रिज़र्व बैंक के पास बयाना राशि के रूप में डिमांड ड्राफ्ट या अपरिवर्तनीय बैंक गारंटी के माध्यम से जमा की है, जिस पर कोई ब्याज नहीं देय होगा। यदि हम अनुबंध को निष्पादित करने में असफल रहते हैं, तो यह राशि भारतीय रिज़र्व बैंक द्वारा जब्त कर ली जाएगी, जिसके लिए हम पूर्णतः सहमत हैं।

We have deposited a sum of **₹60,940/-** in the form of Demand Draft or irrevocable Bank Guarantee as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I/we fail to execute the Contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

हमारे बैंकर के ब्यौरे निम्न हैं/ The details of our bankers are :

म संख्या/ Sr. No.	बैंक का नाम/ Name of Bank	शाखा और उसका पूरा पता Branch and its complete address	संपर्क व्यक्ति का पता/ Name of the contact person	टेलीफोन और फैक्स नंबर Telephone and FAX number
1	2	3	4	5

हमारी फर्म के भागीदारों के नाम हैं The names of partners of our firm are

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm \_\_\_\_\_

Authorized to sign

या OR

संविदा पर हस्ताक्षर करने के लिए पावर ऑफ अटार्नी की शक्ति रखने वाले व्यक्ति का नाम

Name of person having Power of Attorney \_\_\_\_\_

to sign the contract

(भागीदारी विलेख और पावर ऑफ अटार्नी की सत्यापित प्रति लगाई जाए)

(Certified true copy of the Partnership Deed and the Power of Attorney should be attached)

भवदीय Yours faithfully,

\_\_\_\_\_  
(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

(1) \_\_\_\_\_

(हस्ताक्षर Signature)

पता Address

(2) \_\_\_\_\_

(हस्ताक्षर Signature)

पता Address

### **विशेष शर्तें /Special Conditions**

E-Tenders are invited from the eligible empaneled contractors of Reserve Bank of India, Patna for the work of **“Supply, Installation, Testing and Commissioning of Cassette ACs at Reserve Bank’s Main Office Building, Patna”**. E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than** August 01, 2025 at 02.00 PM.

**1. Eligibility:** OEM and authorized dealer Firms, who are experienced in the work of “SITC of Split / Window AC/ cassette split AC units” as per following:

1. Only those firms who have minimum 5 years of experience of works completed on or before July 31, 2025) in the field of undertaking above works, in institutional/ commercial/ office buildings”;

**AND**

**have successfully executed similar works of values: -**

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

**OR**

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

**OR**

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

**during last 5 years (works completed on or after June, 2020)**

**AND**

**have a minimum annual turnover of 100% of estimated cost during the last 3 financial years.**

**AND**

Bidders who will be awarded work must have a valid authorized service center at Patna. **(Documentary proof shall be submitted)**

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

**3.** Technical deviations proposed, if any, shall be sent, as per [Annexure I](#) **before 03:00 PM on August 01, 2025**, by post or email. No further correspondence in this connection will be entertained after the mentioned timeline.

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

- i. Proof documents of eligibility criteria.
- ii. The particulars/Catalogues and the names of manufacturers of specified item.
- iii. Details of technical parameter of the proposed AC as per [Annexure II](#)
- iv. Any other information relevant to the proposed work.

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

6. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only latest by **August 01, 2025 at 02.00 PM**. Part I & II of the tender will be opened on **August 01, 2025 at 03.00 PM**.

7. Tenderers are advised to verify website for corrigendum, if any before submitting the bid.

8. Tenderers are requested to quote including GST. No change in quoted rates will be accepted. Further the AMC rates quoted shall be automatically multiplied by the NPV factor for 7 years (4.94145).

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

10. **Earnest Money Deposit** for a sum of ₹60,940/- shall be remitted to the Bank Account of Reserve Bank of India by all bidders. The account details for NEFT/RTGS transactions are as follows.

**Beneficiary Name: Reserve Bank of India, Patna**

**IFSC: RBIS0PTPA01**

**Account No.: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatepatna@rbi.org.in](mailto:estatepatna@rbi.org.in).

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

12. The rates quoted shall be inclusive of GST and all other taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain same for the entire period of

contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

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

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

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

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

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

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

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

<b>Conditions</b>	<b>02 TR Inverter hot and cool Cassette ACs</b>
Comprehensive AMC covers all parts of AC including compressor, condenser fins / coils / tubes, copper pipe, all type of PCB cards & sensors, LCD displays, drain motors & pipes, capacitor, contactor, flare nuts, connecting valves etc & all accessories inside the body unit of indoor and outdoor units including drain pump etc.	Yes
Gas charging (Top-up & leakage arrest & refill of full gas etc.)	Included in AMC & defect liability period
Labour, Transportation, material or any other work for making the AC back to good condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited
AMC Payment	Quarterly, after completion of satisfactory service. Service report duly signed by authorized person of JE / AM (Elect) should be attached with Bill
Period for AMC to be provided	For a period of 6 years after 01-year DLP
Hike in AMC amount	As per the formula given at the end of table
Time for attending the complaint after lodging complaint via email/FAX/Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waived off by authorized persons based on the engineer's report)	Rs. 200/day/AC unit subject to a maximum of 25% of the AMC amount per year.
Alternate AC unit to be provided by the vendor in case, if the time taken for repair is more than two days	Vendor has to provide an alternate AC free of cost based on the request. No extra charges will be paid in this regard.
Pasting of a sticker indicating firm's name and contact number/email	Should be pasted on both indoor and outdoor unit

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

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

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

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

Net Owning cost shall be the total of Capital Cost of the System & the NPV of comprehensive annual maintenance Service contract charges for the period of 6 years after 01 year defect liability period

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

**Net Owning Cost of System = Capital Cost + (CAMC Charges (C) x MF)**

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

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

In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then 5% (Five) of the quoted capital cost shall be considered for Evaluation of Net owning cost of the system. \*

**\*Note:** Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 6(six) years subject only to renewal formulae indicated in the tender.

**18. The bidder shall quote the rate including GST.**

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

A. An amount of **95 percent** of the value of work done shall be released against supply, installation, testing, commissioning, handing over of the all the AC units and submission of bill , \* valid BG of 10 % of the contract amount , valid insurance etc.

B. balance **05 percent** on completion of warranty period/ defect liability period of one year (DLP period).

**20. Insurance:** - The Contractor shall submit within 14 days of work order at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Reserve Bank of India) and deposit such policy or policies with the employer during the currency of this contract.

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

**21. Works to be arranged by the contractor**

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

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



in walls or in floors and restoring them to their original condition / finish and necessary grouting, etc., as required.

d) Providing necessary signage for the equipment, cable etc.

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

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

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

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

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

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

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

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

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

**23. Agreement:** - The successful tenderer shall execute an agreement with the Bank on a non-judicial stamp paper in the format in [annexure IV](#) enclosed within **fourteen days** of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

**24.** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if either the Contractor be dissatisfied on any

matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

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

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

Place:

Date:

Signature of Bidder with seal

Address of Bidder:

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

1. Interpretation Clauses: In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

- (i) "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.
- (ii) "Contractor" in the case of a Partnership: "Contractor" shall mean \_\_\_\_\_ and \_\_\_\_\_ trading as partners in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.  
In the case of individual: "Contractor" shall mean \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representative.  
In the case of company: "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ 19\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
- (iii) "Site": shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (iv) "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
- (v) "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (vi) "Act of insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.
- (vii) "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or

proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

- (viii) “The works”: shall mean **“Tender for Supply, Installation, Testing and Commissioning of Cassette ACs at Reserve Bank’s Main Office Building, Patna”** Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa where the context requires.

**2. Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

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

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

1. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out

plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

2. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

#### 5. Authorities notices and patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 27 hereof.

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

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

1. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

2. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and

other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

3. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the tender. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

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

5. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

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

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

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

#### 12. Assignment and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor. And the Contractor shall not directly or indirectly transfer, assign or under-let the contract or any part share thereof or any interest therein without the prior written consent of the

Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. Alterations/addition/omission etc.

No alteration, omission or variation shall vitiate this contract but in case the employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

14. Schedule of Quantities

The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause 17 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

15. Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the work.

16. Measurement of works

The employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Assistant Manager (T) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurement taken by the employer or a person approved by him shall be taken to be correct measurement of the works.

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



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

17. Prices for extras etc. ascertainment of

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

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

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the Priced Schedule of Quantities

(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the employer, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper with the prior approval in writing of the Employer.

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

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

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

**18. Unfixed material when considered to be the property of the employer**

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

**19. Removal of improper work**

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

**20. Defects after virtual completion**

Any defect, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent

to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause 12 and clause 22 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and Defects Liability Period.

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

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

(a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.

(b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof, the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. Other persons employed by Employer

The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included

in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

**24. Insurance**

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

**25. Date of commencement and completion**

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

**26. Damage for non-completion**

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 27 and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

**27. Delay and extension of time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason or Employer's instructions as per clause 17 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract Works, in case of such strike or lock-out the Contractor shall as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the employer to proceed with work.

28. Failure by Contractor to comply with Employer's Instructions

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

29. Termination of contract by the Employer

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

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

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

Or shall assign or sublet this Contract without the consent of the Employer in writing.

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

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

(i) Has abandoned the Contract, or

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

(iii) Has failed to proceed with the works with such diligence and failed to make such progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the

Contract has not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized.

### 30. Termination of contract by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works, executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with clause 17 hereof.

31. Certificates and Payments: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the tender as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the tender as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual

completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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

33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

34. Settlement of disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under clause 33 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference, of which such written notice has been given. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party,

which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision, requisition or notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case, during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, (latest amendment) or any statutory modification thereon. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or

Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

### 35. Right of Technical scrutiny of final bill

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

36. Employer entitled to recover compensation paid to workman If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act,



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

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

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

39. Right of Employer to terminate contract in the event of death of contractor if individual without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

40. Non-disclosure clause. The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment 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 published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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

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

Place :

**Signature and Seal of the tenderer**

Date :

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

1	Defect Liability Period	Twelve months
2	Period of Final Measurement and settlement of final bill	90 DAYS from the submission of bill (subject to that the bill is in order and relevant documents submitted)
3	Date of Commencement	14 <sup>th</sup> day from the day of issuance of work order or handing over the site of work whichever is later.
4	Time allowed for Completion	44 days from the date of award of the work
5	Earnest money deposit	₹60,940/- EMD @ 2% of the estimated cost to be submitted by all the bidders. The EMD shall be returned to the unsuccessful bidders after award of the work to successful bidder.
6	Liquidated damages at the Rate of	The recovery of Liquidated Damages (LD) will be at the rate of 0.25% per week of the cost of work executed with a cap of 10% of the cost of work executed amount.
7	Retention Money	5 % of contract value to be deducted from final bill and it will be payable only after DLP.
8	Interest for delayed payment	Rate of current provident fund of Govt of India
9	PBG during contract execution work	5 % of the contract value
10	PBG during defect liability period and CAMC	10 % value of the contract amount during defect liability period & subsequently shall be reduced 10 % of original BG amount every year.

Place :

**Signature and Seal of the tenderer**

Date :

### **सुरक्षा कोड /Safety Code**

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

Place :

**Signature and Seal of the tenderer**

Date :

### Technical Specification

SI No	Work	Description
1.	SITC of hot and cool Cassette AC unit	<ul style="list-style-type: none"> <li>• 02 TR (22000 BTU/ hr) or above, Inverter type, hot and cool</li> <li>• Category: Inverter 4-way Ceiling Mounted Cassette Air Conditioners</li> <li>• Compressor type: Rotary/ Scroll</li> <li>• Copper evaporator and condenser coils.</li> <li>• Working temperature range: Up to 45degree Celsius</li> <li>• Refrigerant: ECOFRIENDLY</li> <li>• Cost of minor civil/ electrical works such as opening and closing of false ceiling, drilling through the wall, end termination of cables, cable tie/ clamps, copper pipe clamps, cassette unit Hanging using minimum 10mm threaded rods along with anchor fasteners, supports, or as prescribed by OEM supports, refrigerant gas top up, brazing of extra copper pipes etc. as per site condition should be done without any extra charge to Bank.</li> </ul>
2.	Supply and fixing of PVC insulated wire (Common for the work)	<ul style="list-style-type: none"> <li>• All wires/ cables used should be FRLS PVC insulated.</li> <li>• Conductor material: Copper stranded conductor</li> <li>• Colour code should be followed as follows               <ul style="list-style-type: none"> <li>○ Phase- Red/ Yellow/ Blue</li> <li>○ Neutral- Black</li> <li>○ Earth- green</li> </ul> </li> <li>• <b>PVC wires should be routed through ISI marked, medium class PVC conduit/ bends/ coupling etc. of suitable size, such that wires inside the conduit won't get crowded. Minimum size of conduit: 20mm dia., Medium class conduit. Conduits should be clamped on wall at regular interval with heavy duty saddles.</b></li> <li>• Flexible PVC conduit should be provided wherever necessary</li> <li>• Wiring should be carried out in neat manner following good engineering practice as directed by the engineer.</li> <li>• Any associated civil work as per site condition should be carried out</li> </ul>

### **Approved Makes**

<b>Item</b>	<b>Make</b>
Cassette ACs	Mitsubishi/ O General/ Daikin / Hitachi/ LG / VOLTAS / BLUES STAR OR EQUIVQLENT
Cables/ Wires	Polycab/ Finolex/ RR CABLE /KEI
PVC drainpipe/ bends/ coupling etc	Finolex/Aashirvad/ Astral/AKG/SUPREME

### **Mode of measurement**

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

**Annexure I**

**Schedule of Technical Deviations if any**

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

Sr. No.	Section No.	Clause No.	Deviation proposed

## **Annexure II**

### **Details of Technical parameters**

**(To be filled by the Tenderers)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>02 TR Cassette AC (hot and cool type)</b>
1	Make:	
	Model No:	
2	Star rating: (Inverter model)	
3	Compressor type	
4	Compressor warranty in years	
5	Refrigerant type	
6	Condensation coil material (copper)	
7	Evaporator coil material (copper)	
8	Nominal Air flow	
9	i) Cooling capacity	
	ii) Rated power supply	
	a. Voltage	
	b. Frequency	
	c. Phase	
	d. Power Supply provision	Indoor / Outdoor
	iii) Power consumption in watts	
	iv) Fan speed	
	v) Dimensions	
	a. Indoor unit	
	b. Outdoor unit	
	vi) Cabinet material	
	a. Indoor unit	
	b. Outdoor unit	
10	Length of refrigerant pipe to be supplied with the unit at free of cost	-----RMT

Place:  
Date:

Signature of the Contractor/firm with



**करार की शर्तें / Articles of Agreement**

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

ARTICLES OF AGREEMENT made on ----- between the Reserve Bank of India, Patna - 800 001, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and -----(hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता 'भारतीय रिज़र्व बैंक की मुख्य कार्यालय बिल्डिंग, पटना में कैसेट टाइप एयर कंडीशनर (हॉट एंड कूल) का आपूर्ति, संस्थापन, परीक्षण और चालू किए जाने का कार्य' कार्य कराने हेतु इच्छुक है तथा कार्यों को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of '**Supply, Installation, Testing and Commissioning of Cassette ACs (Hot & cool) at Reserve Bank's Main Office Building, Patna**' and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

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

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

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

**एतद् द्वारा अब निम्नानुसार सहमति हुई है:-**

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

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

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

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

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

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

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

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

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

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

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

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

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates

contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

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

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

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

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

9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि वह हमारे प्रबंधक) तक (के साथ परामर्श करके तुरंत ही कार्य शुरू करेगा। कार्य पूरा करने के लिए अनुमेय समय कार्य आदेश जारी करने की 14 वें दिन से 01 महीने है। निर्धारित समय अवधि में कार्य पूरा नहीं किए जाने की स्थिति में कार्य के वास्तविक मूल्य के @0.25 % दर से प्रति सप्ताह परिसमापन क्षति के रूप में लगाया जाएगा और इसकी अधिकतम सीमा संविदा मूल्य का 10% होगी।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work immediately in consultation with our Asst. Manager / Manager (Tech). The time allowed for completion of the work is **01 month** which shall be reckoned from the fourteen day of issue of work order failing which liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

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

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

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

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

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

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

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

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer.

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

The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement are fully satisfied.

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

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

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

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

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

The contractor/ agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/ Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा। Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।  
The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

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

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

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

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

23. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा  
The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

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

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

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

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

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

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

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

- a) अनुबंध की कुल राशि के लिए ट्रांजिट, स्टोरेज, इरेक्शन, टेस्टिंग और कमीशनिंग पॉलिसी (निर्माण सभी जोखिम बीमा (ईएआर))।
- b) कामगार मुआवजा नीति (डब्ल्यूसीपी)
- c) तृतीय पक्ष देयता (टीपीएल) नीति निम्नानुसार सीमा के साथ प्राप्त की जाएगी:
  - I. 10,00,000/- काम की कुल अवधि के लिए।
  - II. 2,00,000/- प्रति घटना।

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

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

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

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

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

**Warranty/Defect Liability period (DLP) :** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable

time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide **04 free services** during DLP period in addition to any number of breakdown calls. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

## **27. व्यापक वार्षिक रखरखाव सेवा अनुबंध:**

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

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

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

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

### **Comprehensive Annual Maintenance Service contract:**

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



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

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

Comprehensive Annual Maintenance rates for 1<sup>st</sup> year after completion of Defect Liability Period.

स्थितियाँ Conditions	02TR इन्वर्टर कैसेट एसी (Hot & cool) 02TR Inverter Cassette ACs (Hot & cool)
<p>व्यापक एएमसी तांबे के पाइप, सभी प्रकार के पीसीबी कार्ड और सेंसर, एलसीडी डिस्प्ले, ड्रेन मोटर्स और पाइप, कैपेसिटर, कॉन्टैक्टर, फ्लेयर नट, कनेक्टिंग वाल्व आदि सहित एसी के सभी हिस्सों को कवर करता है।</p> <p>Comprehensive AMC covers all parts of AC including copper pipe, all type of PCB cards &amp; sensors, LCD displays, drain motors &amp; pipes, capacitor, contactor, flare nuts, connecting valves etc.</p>	हाँ Yes
<p>गैस चार्जिंग (टॉप-अप और लीकेज अरेस्ट और फुल गैस की रिफिल आदि)</p> <p>Gas charging (Top-up &amp; leakage arrest &amp; refill of full gas etc.)</p>	एएमसी में शामिल Included in AMC
<p>श्रम, एसी को वापस अच्छी स्थिति में लाने के लिए परिवहन, सामग्री या कोई अन्य कार्य</p> <p>Labour, Transportation, material or any other work for making the AC back to good condition</p>	एएमसी में शामिल Included in AMC
एसी यूनिट की सर्विसिंग Servicing of AC unit	त्रैमासिक Quarterly
ब्रेकडाउन कॉल Breakdown Calls	असीमित Unlimited
एएमसी भुगतान AMC Payment	संतोषजनक सेवा पूर्ण होने के बाद तिमाही। भारतीय रिजर्व बैंक के अधिकृत व्यक्ति द्वारा विधिवत हस्ताक्षरित सेवा रिपोर्ट बिल के साथ संलग्न की जानी चाहिए

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

सेवा अनुबंध को एक वर्ष की डीएलपी के बाद एक वर्ष की प्रारंभिक वार्षिक सेवा संपर्क अवधि के बाद कम से कम 6 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। ठेके का नवीनीकरण करते समय नई ठेका राशि की गणना निविदा दस्तावेज में दिए गए फार्मूले के आधार पर की जाएगी। Service contract shall be renewed for a further additional period of at least 6 years after the initial annual service contact period of one year after one-year DLP. While

renewing the contract the new contract amount will be arrived at based on following formula given in the tender document.

$A_C = A_P [(15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P))] \times 1/100$	
A <sub>C</sub>	चालू वर्ष के लिए अनुबंध राशि। The contract amount for the current year.
A <sub>P</sub>	पिछले वर्ष के लिए अनुबंध राशि। The contract amount for the previous year.
EPI <sub>C</sub>	बिजली के उत्पादों के लिए थोक मूल्य सूचकांक चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI <sub>P</sub>	विद्युत उत्पादों के लिए थोक मूल्य सूचकांक पिछले वर्ष के अनुबंध की शुरुआत की तारीख से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI <sub>C</sub>	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) चालू वर्ष के लिए अनुबंध शुरू होने की तारीख से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI <sub>P</sub>	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) पिछले वर्ष के अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

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

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

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

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

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

If the contractor is a partnership or an individual.

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

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

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

If the contractor is a company.

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

यदि संविदाकार एक कंपनी है तो

### **Signature Clause**

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

Shri .....

(Name and designation)

.....

..... in the presence of

(1) .....

.....

.....

(Witnesses)

(2).....

.....

.....

(Witnesses)

<p>SIGNED AND DELIVERED BY ..... ..... ..... .....</p> <p>1) ..... Address ..... ..... ..... .....</p> <p>2) ..... Address ..... ..... ..... .....</p> <p>(Witnesses)</p> <p>THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on</p>	<p>If the party is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p> <p>If the Contractor signs under its common Seal, the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>If the Contract is signed by the hand of power of attorney, whether a company or individual.</p>
--	--

<p>.....</p> <p>.....</p> <p>.....</p> <p>In the presence of</p> <p>(                      1                      )</p> <p>.....</p> <p>(                      2                      )</p> <p>.....</p> <p>Directors who have signed this presence in token thereof in the presence of</p> <p>.....</p> <p>.....</p> <p>SIGNED AND DELIVERED BY the Contractor by the hand Of</p> <p>Shri .....</p> <p>and duly constituted attorney.</p>	
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यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गई।
यदि संविदाकार एक कंपनी है तो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।
हस्ताक्षर खंड		

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द श्री -----  (नाम एवं पदनाम)		
इनकी उपस्थिति में हस्ताक्षर किए गए		
1. पता		
2. पता		
साक्षी		
नाम		
इनकी उपस्थिति में हस्ताक्षर किए गए  1. पता  2. पता		यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।
		यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

साक्षी		
निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर ----- की कॉमन मुहर लगाई गई है।		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
निम्न की उपस्थिति में		
(1)		
(2)		
निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।		
(1)		
(2)		
विधिवत गठित अटॉर्नी एवं श्री द्वारा हस्ताक्षरित एवं सुपुद		



**Bankers report**

Proforma of letter inviting Banker's Report

(Refer Chapter III Para 3.4.5(vii), 3.4.13(i) and Chapter IV Para 4.19(viii))

(As per Circular no Prem.No.PBC.21/81.06.01/2006-07 January 10, 2007)

Secret

Immediate

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Reserve Bank's Construction Work – Banker's

Confidential Report on The Means and Standing of The Contractor

M/s \_\_\_\_\_

We shall be glad if you will please forward to us the particulars in [Annex-I](#) of M/s \_\_\_\_\_ who we understand, are banking with you.

Your reply may please be marked "SECRET" and addressed to Shri \_\_\_\_\_, \_\_\_\_\_, Reserve Bank of India, \_\_\_\_\_.

An early reply is solicited.

Yours' faithfully

**Client report**

Proforma of letter inviting Client's Report

(Refer Chapter III Para 3.4.5(vii), 3.4.13(i) and Chapter IV Para 4.19(viii))

(As per Circular no Prem.No.PBC.21/81.06.01/2006-07 January 10, 2007)

Immediate

Confidential

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Construction Of Bank's Office Building/ Officers' Quarters/ Staff Quarters At \_\_\_\_\_  
Confidential Report On M/s \_\_\_\_\_

We have been advised by M/s \_\_\_\_\_  
who have applied for inclusion of their name in the panel of contractors being prepared  
by us/tender for the general building works/ who have submitted their tender for the work  
of \_\_\_\_\_ connected with the captioned project,  
that they have carried out the following construction works for you.

(i)

(ii)

To enable us to consider their application for empanelment/tender, we shall be glad if  
you will kindly furnish us at an early date the information given in [Annex-II](#).

The information may please be sent in a sealed cover addressed to Shri  
\_\_\_\_\_, Regional Director/Officer-in-Charge, Reserve Bank of India,  
\_\_\_\_\_.

The information furnished by you will be kept in confidence by us.

Yours faithfully,

Endt.

Copy forwarded to \_\_\_\_\_,  
\_\_\_\_\_ & \_\_\_\_\_. He is  
requested to follow up the matter.

**Proforma of computerized measurement book**

**Format of Computerized Measurement Book**

**भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA  
पटना कार्यालय  
PATNA OFFICE**

**कम्प्यूटरीकृत मापन पुस्तक**

**COMPUTERISED MEASUREMENT BOOK**

**(पेज 1 से \_\_ )  
(Pages 1 to \_\_ )**

**यह पुस्तक M/s \_\_\_\_\_ से जारी की गई है**

**This Book is issued by M/s \_\_\_\_\_**

**प्रमाणित किया गया कि इस पुस्तक में \_\_ पृष्ठ हैं  
Certified that this book contains \_ \_ Pages**

**जिस अधिकारी को पुस्तक जारी की जाती है, उसके हस्ताक्षर  
Signature of the official to whom the book is issued**

**Signature of AGM-Estate Department**

**॥**  
**सूची**  
**INDEX**

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## III

[illegible]

<b>Reserve Bank of India</b>
<b>Estate Department</b>
<b>Patna</b>
<b>Measurement</b>
<b>Name of the work:</b>
<b>Name of vendor: M/s</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

S. No.	Description of item	Unit	Quantity

Page No. - \_\_

<b>Reserve Bank of India</b>
<b>Estate Department</b>
<b>Patna</b>
<b>Cash Abstract</b>
<b>Name of the work -</b>
<b>Name of vendor :</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

S. No.	Description of item	Unit	Quantity	Rate/Unit (in ₹)	Amount (in ₹)
	<b>Total</b>				

Page No. - \_\_

Notes: All the sheets shall be ruled. (sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

**Price Bid`**  
**Bill of quantity**

Sr. No.	Description	Qty	Unit	Rate per Unit	Amount Rs (RATE /UNIT X QTY )
<b>(A) Supply of Air Conditioner</b>					
1.	Supply of 02 TR capacity, Inverter type HOT and Cool, ceiling Cassette AC unit with refrigerant, cordless remote, suitable plug top, wall/floor stand etc. as per the technical specifications given in the tender. (Rates shall be inclusive of transportation, loading, unloading, all tax etc.)	24	Nos		
<b>(B) Installation, testing and commissioning of AC unit</b>					
2.	Installation, testing and commissioning of above cassette air conditioner units mentioned in sl.no 1 with suitable supports, Stand/bracket, all labor charges, providing wall opening, core cutting, finishing the surface used for taking copper pipe & drainpipes using white cement /suitable insulation material, handling, storage, transportation, loading, unloading etc.	24	Nos		
3	Supply and erection of refrigerant standard copper pipes as per company recommended to integrate outdoor / indoor units (both Gas and Liquid) as per manufacturer recommendations. The rate shall inclusive of Nitrile insulation (tubular form) covering with tape for protection and damage against mechanical impact.	284	MTR		
4	SITC of suitable size power / communication flexible cable as per company recommended for the supplied AC mentioned in SI.No.1 from outdoor unit to indoor unit without joints and as directed by the Banks Engineer. Power / communication flexible cable shall be laid through PVC pipe.	284	MTR		
5	SITC of rigid heavy-duty PVC drain pipe of size 25 mm dia with necessary insulation & supports up to ground level	304	MTR		



Sr. No.	Description	Qty	Unit	Rate per Unit	Amount Rs (RATE /UNIT X QTY )
	or Suitable for above AC's etc as required Outer wall along with hardware/ accessories.				
	Total(A+B)				
<b>C</b>	<b>Comprehensive AMC</b>				
6	Comprehensive Annual Maintenance Contract charges per annum (including spares) for the entire system of 24 No cassette AC TR Cassette AC as per tender conditions. These rates will be applicable after expiry of Defect Liability Period and valid for 1 <sup>st</sup> year of CAMC.	24	Nos		

Net owning cost = Capital Cost ((A)+(B) )+ (CAMC Charges (C) x MF (4.9415 )) \*

\*In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then 5% (Five) of the quoted capital cost shall be considered for Evaluation of Net owning cost of the system. \*

\*Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 7(Seven) years subject only to renewal formulae indicated in the tender.

**Seal & Signature of the firm**

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