



**RESERVE BANK OF INDIA
Estate Department
Bengaluru**

**Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able
AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.**

**NOTICE INVITING TENDER (NIT)
(Only through e-procurement)**

1. E-Tenders in two parts are invited for “**Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.** The work is estimated to cost Rs.30 lakh and is to be completed within 30 Days.

SCHEDULE OF TENDER (SOT)

1	e-Tender No.	RBI/Bengaluru/04/19-20/ET 91
2	Name of the Work	Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.
3	Mode of Tender	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through (https://www.mstcecommerce.com/eprochome/rbi))
4	Date of NIT (along with complete tender) available to the parties to download-Tender activation on portal-Tender 'Live' for all	September 05, 2019
5	Date and venue of the Pre Bid Meeting (offline)	11:00 am on September 11, 2019 at Estate Department, 2nd Floor, Reserve Bank of India, Nrupathunga Road, Bengaluru - 560001

6	Uploading the outcome of pre-bid meeting on to RBI Website in the form of addendum, corrigendum, etc.	September 12, 2019
7	Estimated cost of the work:	₹ 30,00,000/- (Rupees Thirty Lakh only).
8	Earnest Money Deposit	<p>₹ 60,000/- (Rupees: Sixty Thousand) in the form of Demand Draft / Bank Guarantee as per Annexure for EMD in favour of Reserve Bank of India, Bengaluru to be delivered in physical form at Estate Department, 2nd Floor, Reserve Bank of India, Nrupathunga Road, Bengaluru – 560001.</p> <p>or Deposited through NEFT in favour of Reserve Bank of India, Bengaluru in A/C No. 8692299 & IFSC: RBIS0BGPA01. Please mention your company name in NEFT transaction remarks.</p> <p>Proof of remittance should be submitted through e-mail to estatebangalore@rbi.org.in</p>
9	Last date of submission of DD/ Bank Guarantee/ NEFT for EMD	September 16, 2019 up to 2:00 pm
10	Performance Bank Guarantee (PBG)	10% of the contract value initially valid for one year. After one year, amount of Bank guarantee will be reduced by ten percent (10%) of initial value every year for next 9 (Nine) years.
11	Time allowed for completion of the works	30 Days from 10th day of letter of award of work
12	Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	September 05, 2019 from 10.00 am
13	Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	September 16, 2019 at 2:00 pm
14	Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	September 16, 2019 from 3:00 pm

15	Date & Time of opening of Part- II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.
16	Transaction fee	Charges for participation in e-procurement will be made to M/s. MSTC Ltd through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by MSTC Ltd.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.

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

4. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

Regional Director
Reserve Bank of India
Bengaluru

September 04, 2019



**RESERVE BANK OF INDIA
Estate Department
Bengaluru**

Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

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SCHEDULE OF TENDER (SOT)

1	e-Tender No.	RBI / Bengaluru
2	Name of the Work	Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.
3	Mode of Tender	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through (https://www.mstcecommerce.com/eprochome/rbi))
4	Date of NIT (along with complete tender) available to the parties to download-Tender activation on portal-Tender 'Live' for all	September 05, 2019
5	Date and venue of the Pre Bid Meeting (offline)	11:00 am on September 09, 2019 at Estate Department, 2nd Floor, Reserve Bank of India, Nrupathunga Road, Bengaluru - 560001
6	Uploading the outcome of pre-bid meeting on to RBI Website in the form of addendum, corrigendum, etc.	September 12, 2019

7	Estimated cost of the work:	₹ 30,00,000/- (Rupees Forty Lakh only).
8	Earnest Money Deposit	<p>₹ 60,000/- (Rupees: Sixty Thousand) in the form of Demand Draft / Bank Guarantee as per Annexure for EMD in favour of Reserve Bank of India, Bengaluru to be delivered in physical form at Estate Department, 2nd Floor, Reserve Bank of India, Nrupathunga Road, Bengaluru – 560001.</p> <p>or Deposited through NEFT in favour of Reserve Bank of India, Bengaluru in A/C No. 8692299 & IFSC: RBIS0BGPA01. Please mention your company name in NEFT transaction remarks.</p> <p>Proof of remittance should be submitted through e-mail to estatebangalore@rbi.org.in</p>
9	Last date of submission of DD/ Bank Guarantee/ NEFT for EMD	September 16, 2019 up to 2:00 pm
10	Performance Bank Guarantee (PBG)	10% of the contract value initially valid for one year. After one year, amount of Bank guarantee will be reduced by ten percent (10%) of initial value every year for next 9 (Nine) years.
11	Time allowed for completion of the works	30 Days from 10th day of letter of award of work
12	Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	September 05, 2019 from 10.00 am
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14	Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	September 16, 2019 from 3:30 pm
15	Date & Time of opening of Part- II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.
16	Transaction fee	Charges for participation in e-procurement will be made to M/s. MSTC Ltd through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by MSTC Ltd.

Section (I)

Form of Tender

Place _____

Date _____

Regional Director,
Estate Department,
Main Office Building
Bengaluru

Dear Sir,

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

MEMORANDUM

(a)	Description of works	“Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.
(b)	Estimated cost	Rs 30 lakh
(c)	Mode of payment	As per clause 16 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs 60,000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	30 Days

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure I](#)).
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.
5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated: this _____ day of _____ 2019.

For and on behalf of M/s _____

(Signature with seal)

Name _____
 Designation _____
 Place _____
 Date _____

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

Witnesses

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

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

General Instructions to Contractors and Special Conditions

E-Tender are invited for “Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru. The work is estimated to cost **Rs 30 lakhs** and is to be completed within **30 +10 Days**

Eligibility Criteria:

Only those contractors who fulfil the following criteria will be considered eligible to participate:

1. .” The work is estimated to cost **Rs 30,00,000 lakhs** and is to be completed within 30 days.
 - Minimum 5 years’ experience in undertaking similar nature of works
 - Minimum yearly turnover of at least **Rs 30 lakhs** during last 3 years supported by audited financial statements.
 - Completed works of Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

(a) Three works each costing not less than Rs 12 lakh

OR

(b) Two works each costing not less than Rs 15 lakh

OR

(c) One work costing not less than Rs 24 lakh (works completed on or after June 30, 2014).

minimum 5 years of experience in the field of undertaking similar works viz “Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC units.

- (i) commercial Estate / industrial houses (as on June 30, 2014)

And

- (ii) Have a **service set up in Bengaluru** for rendering after sales service

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

The tenders for the above work shall be in two parts i.e. **Part- I** containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part-II** containing only rates of items stated in figures and words and amounts in figures shall be submitted, both in duplicate and in separate sealed covers addressed to Regional Director, Reserve Bank of India, Estate

Department, Main Office Building, Bengaluru so as to reach him not later than **12:00 Hrs on -----**. Part-I of the tenders will be opened on the same day at **15:00 Hrs**.

All the envelopes shall be super-scribed "Tenders for “**Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.**” Tenderers are advised to use only the forms (tender books) issued by the Bank / forms downloaded from the website. In case the tenders are submitted from downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification.

However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned. Each copy of the tender shall be clearly marked as "original" and "duplicate" as the case may be. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection. A covering letter on company letter head may also be submitted, highlighting the EMD details and number/details of enclosures.

2. The tenders shall be valid for acceptance by the Bank for **three months** from the opening of tender **Part-I** and shall be extended by such period as may be mutually agreed to.

3 Pre-Bid Meeting

- A pre-tender briefing **meeting of the eligible tenderers will be held at 11.00 Hrs on ----- in Estate Department**, Main Office Building, RBI, Bengaluru to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.
- All communication regarding points requiring clarifications shall be given in writing to Regional Director, Reserve Bank of India, Estate Department, Main Office Building, Bengaluru by the eligible tenderers on before **11.00 Hrs on -----**.
- **It is mandatory for the intending tenderers to attend the pre-bid meeting** to get clarification from the Bank.
- No request for change in date of pre-bid meeting will be entertained.
- After pre-bid meeting inclusion/submission of any deviations in the tender conditions in Part-I of the tender is liable for rejection.

EMD & Bank Guarantees To Be Submitted By the Tenderers (Clauses 4, 5, 6)

4. Intending tenderers shall **pay as earnest money a sum of Rs 60,000/-** by way of a demand draft drawn in scheduled bank payable to Reserve Bank of India, Bengaluru. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled bank for an equivalent amount towards EMD valid for a period of **minimum six months**, in the proforma enclosed. A tender which is not accompanied by a demand draft or appropriate Bank Guarantee towards earnest money will not be considered. The earnest money will be returned to the tenderers if his tender is not accepted but without any interest.
5. As security against due fulfilment of the terms and obligations of the Contract, Guarantee period and Annual Maintenance service contract for the entire life cycle of the equipment, the successful tenderer shall furnish
 - (a) **A Bank Guarantee (BG) valid for 1.5 years** (to cover completion period and Guarantee period of 1 years) in a form acceptable to the Bank, for a sum of ten percent (10%) of the contract value. The Bank Guarantee should be obtained and submitted immediately on the award of the contract. All payments due under this contract will be made only after submission of this BG.
 - (b) On submission of the above Bank Guarantee for 10% of the contract value, the EMD submitted by the firm will be refunded.
6. The Tenderers shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment's including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason therefor.

7. Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the Fire alarm system to the Bank, in the joint names of the Bank and the contractor before commencement of work and it shall cover the following risks:

- Contractors all risk (CAR) Insurance inclusive of fire insurance, Storage, erection testing and commissioning policy for the full contract value.
 - Workmen compensation policy for the employees of the contractor at site.
 - Third party liability policy for a total of Rs.10 lakh and with a limit of Rs.2 lakh per accident.
- 8 The rates quoted shall be firm till completion of work and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. Design, Supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties,

levies, consumable, labour, transport, insurance etc., at the specified site till the work is finally handed over to the Bank.

No concessional form for any taxes, duties and levies will be issued by the Bank.

Similarly no import license will be issued by the Bank.

Equipment, if required to be imported shall be arranged to be imported against the contractors own import license.

All payments will be made at Bengaluru and will be in Indian rupees only.

9. Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank. No increase in rates will be considered. This is not a fixed lump sum contract but a contract based on item rates. Bank will not pay for any surplus/unused material.

As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section V – Approved Makes" and to the list of approved make of materials/equipments.

All the pages of Part II of the tenders shall be signed by the contractor and dated.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.

10 In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.

"Part II tender will contain no conditions but only Bank's schedule of quantities and tenderer' priced bid only and be sealed in a separate cover, super scribing "**Part – II: Tender for Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.**"

- a. Client's certificate as per format at [Annex-IV](#) for qualified works they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
- b. Banker's certificate as per format at [Annex – V](#) from their banker/bankers.

The certificates should be addressed to Regional Director, Reserve Bank of India, Estate Department, Bengaluru and shall be submitted along with their application/tender, in a sealed envelope/cover.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

Regional Director

Section I

Commercial Terms and Conditions

Form of Tender

The Regional Director,
Reserve Bank of India,
Bengaluru

Madam/Sir

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.

MEMORANDUM

(a)	Description of works	:	Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.
(b)	Estimated cost	:	₹ 30 Lakhs
(c)	Earnest Money	:	60,000/- (Rupees: Sixty Thousand) .
(d)	Percentage to be deducted from bills	:	5%
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	30 days

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition 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.

3. The list showing the particulars and the names of manufacturers of specified item are enclosed.
4. The details of our bankers are

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

We are enclosing herewith list of our clients with complete details as per the Bank's proforma.

Name of the partner of the firm authorized to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

Proforma of undertaking for maintenance confirmation by the tenderer

To
The Regional Director
Reserve Bank of India
Estate Department

Dear Sir/Madam

Tender for Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

We hereby undertake to maintain the 4 x 22 TR duct able AC unit installed by us in your premises satisfactorily, for a period of not less than 9 years after expiry of the defect liability/warranty period and comprehensive AMC at the rate quoted by us, subject only to the price revision clause specified in the tender.

In the unlikely event of M/s _____ the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide the services to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the comprehensive AMC for the period accepted as above.

Yours faithfully,

For _____

Authorized signatory

Articles of Agreement

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

WHEREAS The Bank is desirous of getting the work of Supply, installation, testing and commissioning of 3 x 22 TR Ductable AC unit for main server in the Bank's Office Building, Bengaluru and has caused specifications describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the **Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.**

5. u to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 30 days, subject nevertheless to the provisions for extension of time.
9. All payments by The Bank under this Contract will be made only at Bengaluru.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Signature Clause

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

(Name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY

.....

1).....

Address

.....

.....

.....

2)

.....

Address

.....

.....

.....

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

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

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on

.....

.....

.....

In the presence of

(1)

.....

(2)

.....

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

(1)

....

(2)

...

SIGNED AND DELIVERED BY the

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

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

Contractor by the hand Of
Shri
and duly constituted attorney.

Reserve Bank of India

Tender for Design, Supply, Installation, Testing and Commissioning of DX Type 3 x22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

The firm shall enclose the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. Incomplete tenders are liable for rejection.

1. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 3 PM in the presence of the intending tenderers who choose to be present. Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.

2. 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. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).

3. The Bank will be collected Earnest Money @2% of the value of the work. The Earnest Money Deposit of the shall be released without any interest on issue of virtual completion certificate.

4. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**

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

6. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of Thirty days from the 10th day of date of issue of work order.

7. Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:

a. The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing as per the requirement or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

b. The tenderers shall also quote their charges separately for comprehensive annual maintenance service after the expiry of the one year guarantee period. During the comprehensive annual maintenance service contract period, the servicing at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Comprehensive annual maintenance service charges shall be paid on quarterly yearly basis on rendering satisfactory service and on submission of service reports.

- c. The charges for comprehensive annual maintenance service shall also include for replacement of any part of the system during service contract period includes replacement of all types of spares, consumables and periodic filter cleaning once in two weeks.
- d. The service contract shall be renewed for an additional period of at least 8 years after the initial annual service contract period of 1 year after 1 year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.
- e. The quoted rates shall be inclusive of Insurance for maintenance staff engaged for Comprehensive Annual Maintenance contract.

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

8. Evaluation of tenders:

Tenders will be evaluated based on capital cost of the system and taking into account the effect of rates quoted for comprehensive service contract for a period of 9 years after the expiry of one year defect liability period.

Tenders will, therefore, be evaluated on the **Net Present Value (NPV)** of the net owning cost of the System comprising of the following:

- a. Cost of the System (A),
- b. NPV of comprehensive annual maintenance Service contract charges for the period of 9 years after 1 year defect liability period (B), which will be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and with a discount rate of 8%.

Net Present Value of the work = A+ B X M.F (i.e., M.F will be 7.116)

The work will be awarded to the lowest value of above, which is treated as “**Successful bidder**”.

9. **Testing of the system:** Before dispatching the equipment to site, the equipment may, at the discretion of the Bank be inspected by the Bank’s Engineer at the manufacturer’s works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

12. TERMS OF PAYMENT:

The following terms of payment, subject to statutory deductions and retention @ 5 % of value of work as retention money, will apply to the contract:

- (a) 80% of the quoted rate, on pro rata basis, against delivery of material at site.
- (b) 20% of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank.

The Retention money of 5% recovered from the payments made above will be released after satisfactory completion of the one year defect liability period.

13. The payment for the system will be made by the office at which the system is supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said the system has been installed.

14. The contractors shall submit all technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

15. The tenderers shall give the names and postal addresses of their bankers.

16. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them.

17. The tenderers are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

18. The tenderer should have service facility at Bengaluru.

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

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

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.
 - 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.
10. 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.
11. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
12. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.

The Conditions Herein before Referred To

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

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

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

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

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the

provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

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

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

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

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

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

11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to

time be examined by the Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

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

14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

17. **Prices for extra:** The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

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

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

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

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

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

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

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

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

19. Removal of improper work: The Employer shall, during the progress of the works,

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

20. Defects after virtual completion: Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and defects liability period: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

22. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

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

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

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

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

24. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which

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

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

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

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract including fire.
2. Workmen compensation policy.

Third party liability policy with the limit as under: Rs.10,00,000/- per annum Rs.2,00,000/- per occurrence.

25. Insurance: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within twenty one days from the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

27. Damages for non-completion: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

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

29. Contractor's failure to comply with Employers instruction: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

31. Termination of Contract by Contractor: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped under the order of the Architect or the Employer or by any injunction or other

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

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

the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not 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.

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

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

35. Settlement of disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if

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

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

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

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

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

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

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover compensation paid to workman

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer

shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

38. Abandonment of works

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

39. Return of surplus materials

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

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

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

41. Sexual Harassment of Women :

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

- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

42. Non – Disclosure clause:

- a) The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.
- b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons.

Technical Specifications

1. The proposed machine should be of air-cooled type and complete with condenser, blower motor, microprocessor-based controller, cooling coils, Hi-Low pressure cutouts, temperature display, other protective devices and heavy duty hard drawn copper piping as recommended by the manufacturer from respective indoor to outdoor units, copper wiring from main control panel to machine. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
2. Proposed AC units should use only latest Eco-friendly refrigerant (R407C/R410A).
3. Any frame and suspenders made from suitable size MS angle iron suspenders shall be inclusive in the work.
4. All the bidders must compulsorily visit the site at RBI Main office building, Bengaluru before quoting the rates.
5. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
6. The unit should be controlled by microprocessor-based controllers with the following features.
 - i) Wired remote controller with seven-segment LCD backlit display.
 - ii) Auto-restart after power failure
 - iii) Fault and alarms display
 - iv) Touch Key ON/OFF switch
 - v) Single phasing and phase reversal protection
 - vi) Built-in time delay for compressor and fan operation
 - vii) DIDW type centrifugal blowers
 - viii) Automatic selection of compressors with run time equalization.
 - ix) Nonvolatile memory backup for all set value parameter.
 - x) Digital control and setting of Temperature values in 1 Deg. C.
7. The compressor shall be of the high efficiency complaint scroll design with an EER (Energy Efficiency Ratio) not less than 3.25 at ARI rating conditions and designed for operation on R410A or R407C.
8. All materials should confirm to latest IS specifications.
9. All electrical and control cables should be fire retardant.
10. The unit should be operable on 415V, 3phase, 50Hz AC supply.

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award letter.
4.	Period of completion	30 days from the 10 th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Retention Percentage	5% of value of work shall be retained from each on-account bill till the recovery amounts to 5% of contract value and will be held till the end of defect liability period. No interest shall be paid on this amount.
7.	Installment after virtual completion	100% of Earnest money deposit shall be released.

Signature of Contractor

Reserve Bank of India

Check List

Tenders for Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from date of opening Part I.	
2.	EMD	Rs 60,000. No interest shall be payable on EMD.	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	30 days from 10 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Penalty during warranty & AMC period	₹200/- per day if defect is not rectified within 4 hours of intimation subject to maximum of 25% of the prevailing CAMC Charges	
7	Guarantee	One year after the date of virtual completion.	
8	Factory & field tests	As per tender terms and conditions	
9	Terms of payment	As per tender terms and conditions	
10	Insurance	Shall include for 1. Contractor All Risk Policy including fire for supply, transit, storage, erection, testing and commissioning etc., & Fire Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Proforma of Bank Guarantee

Regional Director,
Reserve Bank of India,
Estate Department,
Bengaluru

Place
Date

Dear Sir,

Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

WHEREAS

The Reserve Bank of India, having its Main Office Building at Shahid Bhagat Singh Road, Mumbai and an office at Bengaluru (hereinafter called the 'Employer') has invited tenders for the work **Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.**

(hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for

any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹. _____ (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of ₹. _____ (Rupees _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorised official.

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

UNDERTAKING

Regarding site visit by the tenderer in order to understand the work

Regional Director
Reserve Bank of India
Estate Department
Main Office Building
Bengaluru

Dear Sir,

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

We, _____, the tenderer for the above work confirms that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We are ready to use the existing cabling for the proposed new system and take the existing cabling in the scope of Defect Liability Period and further under the scope of Comprehensive Annual Maintenance Contract, along with the rest of the AC work being provided under the scope of captioned work.

Date: *(Name and address of the company with Company Seal)*

Proforma of undertaking for maintenance confirmation by the tenderer

Regional Director
Reserve Bank of
India
Estate.Department
Main Office Building
Bengaluru

Dear Sir,

Tender for DSITC of Air conditioning work in your office

We hereby undertake to maintain the **Air-conditioning work** installed by us in your Estate satisfactorily, for a period of not less than 9 years after expiry of the one-year defect liability/warranty period at the rate quoted by us, subject only to the price revision clause specified in the tender.

In the unlikely event of M/s _____ the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide to your satisfaction, by arranging required spares etc. ourselves, during AMC contract for the period accepted as above.

Yours faithfully,

For _____

Authorised signatory

Annexure IV

Format for Client's CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client

Details of Works executed by M/s

- 1.) Name of work with brief particulars
- 2.) Agreement No. and date
- 3.) Agreement amount
- 4.) Date of commencement of work
- 5.) Stipulated date of completion
- 6.) Actual date of completion
- 7.) Details of compensation levied for delay (indicate amount) if any
- 8.) Gross amount of the work completed and paid
- 9.) Name and address of the authority under whom works executed
- 10.) Whether the contractor employed qualified Engineer/Overseer during execution of work?

11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any	.
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
13	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	f) General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

Note: All columns should be filled in properly * countersigned” by the Reporting Officer* with Office seal

(Officer of the rank of executive engineer/Superintending Engineer or equivalent)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.30 Lakhs.

(Signature)

For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment Authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Proforma of Bank Guarantee For Security Deposit

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

No. _____

Date

The Regional Director
Estate Department
Reserve Bank of India
Bengaluru.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru** as per their Tender No. ____ dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract No. ____ dated ____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ (INR____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be

enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s _____ till such time as may be mutually decided by you and M/s _____.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED
(For & on behalf of the above named Bank)

For & on behalf of
(Banker's Name & Seal)

BRANCH MANAGER
(Banker's Seal)

Address _____

Proforma of undertaking for maintenance confirmation by the tenderer

The Regional Director
Reserve Bank of India,
Estate Department,
Bengaluru

Dear Sir/Madam

Tender for Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru.

We hereby undertake to maintain the **Design, Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru** through M/s _____, our authorised dealer/ system integrator satisfactorily, for a period of not less than 9 years after expiry of the defect liability/warranty period of one years from the date of commissioning and handing over the system to the Bank at the rates quoted in the tender towards all-inclusive annual maintenance contract, subject only to the price revision clause specified in the tender.

In the unlikely event of M/s _____ not remaining our authorised dealer/ system integrator, we, the original equipment manufacturer, shall continue to provide support through any of our other dealer/ system integrator in terms of spares/ technical man power etc. i.e. all-inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted in the tender for the all-inclusive maintenance contract for the period accepted as above. In case of any such event, the Bank shall be immediately informed about the details of the new authorised dealer/ system integrator.

Yours faithfully,

For _____

(OEM)

For _____

(Authorised Dealer/ system Integrator)

Authorised signatory

Authorised signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and address of
their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and residential
address of Power of Attorney holder) who is presently employed with us and holding the
position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary
in connection with or incidental to our bid for the **Design, Supply, Installation, Testing and
Commissioning of DX Type 3 x 22 TR Duct able AC unit in C V P S, Ground Floor, Main
Office Building, RBI, Bengaluru.**

on Item Rate Contract basis for Reserve Bank of India including signing and submission of
all documents and providing information / responses to RBI, representing us in all matters
before RBI, and generally dealing with RBI in all matters in connection with our proposal for
the said Project.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

**RESERVE BANK OF INDIA
Estate Department
Bengaluru**

Event No.RBI/Bangalore/Bangalore/ /19-20/ET/

Tender

For

**Supply, Installation, Testing and Commissioning of DX Type 3 x 22 TR Duct able AC unit
in C V P S, Ground Floor, Main Office Building, RBI, Bengaluru**

PART II – Price Bid

(Schedule of Quantities)

Issued to:

Note :

**All Tenderers are required to refer the items given in the Part II of this document for
details of the work under each item before quoting**

Rate for each item is to be quoted without GST.

Unpriced BOQ

S.No	Description	Qty	Unit
1	Supply of DX Type Air cooled ceiling mounting type unit with Scroll technology single / multi compressors with microprocessor control panel, with complete protection of HP/LP, SPPR, internal compressor, protector etc., air cooled condenser with fan & motor, integral refrigerant piping, safety controls and cut-outs, drier with shut off valves, control panel housing the starters for the compressors/condenser fan motors etc.,(should run on R-407c / R-410A refrigerant) Make: Bluestar/Daikin/Carrier		
a.	Supply of 22.0TR Duct able Split Type Air conditioners with above specifications.	3	No's
2	Installation, Testing and Commissioning		
a.	Installation, Testing and Commissioning of the above 22 TR unit by vacuuming, nitrogen testing	3	Nos
b	Charge of Refrigerant gas of R-407c/R-410A	100	Kg
c	Supply, laying, connecting and commissioning of hard drawn copper refrigerant piping size 1 1/8" and 7/8" for above air conditioners with nitrile rubber insulation for both suction & liquid lines.	350	Rmt
3	Electrical Cabling for IDU to ODU		
a.	Supply, laying, testing of control cabling using 6 core, 4 Sq. mm armoured Copper FRLS cable from IDU to ODU. (Make: Polycab / Universal / Finolex / CCI)	250	Rmt
b.	Supply, laying, testing of power cabling using 4X10Sqmm armoured Copper FRLS cable including 8 swg earth wire from MCB DB to IDU/ODU. (Make: Polycab / Universal / Finolex / CCI)	150	Rmt

4.	Mounting arrangement for condensing unit with MS fabricated dual cote painting for non-rusting.	6	Nos
5.	G I Rectangle Duct: Supplying, fabricating, installing and testing of sheet metal ducts of following thicknesses including necessary supports flexible hangers with isolators, nut bolts, gasket splitter, damper vanes etc., complete as per specification in accordance with the approved shop drawings and required by the specifications.		
a.	24 G	250	Sq.mt
b.	22 G	150	Sq.mt
c.	20 G	80	Sq Mt
6.	Thermal insulation with 9mm Nitrile rubber insulation for complete ducting.	150	Sq.mt
a	Acoustic insulation with 12 mm Nitrile rubber insulation for the initial duct.	90	Sq mt
7.	Supply & fixing of grilles (Continuous / Non-continuous type) for fabricated out of extruded Aluminium, powder coated sections, all supply / return air Grilles with colour to match the interiors.		
a	Grill	200	Rmt
b	Mixing Box	2	Sets
c	Butterfly Damper	3	Nos
8.	Double flexible, fire retardant canvas connection for air outlets.	3	Nos
9.	C-PVC Drain piping for water outlet form the machine with necessary slope and clamping.	150	Rmt
10.	Fresh Air Facility with Bird cowl & control damper	3	Nos
	<u>HVAC ANCILLARY WORKS</u>		
11	Supply, installation, testing and balancing of 20 GI G Volume control damper, opposed blade damper with motorized actuator.	3	Nos

12.	MS Collar dampers, VCD Non-return damper	3	Nos
	BASIC TOTAL		
	SGST @ 9%		
	CGST @ 9%		
	TOTAL AMOUNT		
14.	Comprehensive Annual Maintenance Contract charges per annum for the above 22 TR AC unit (both IDU and ODU) after DLP/Warranty.	4 Nos	Per year

Date:

Place:

Seal and Signature of the Contractor