

भारतीय रिज़र्व बैंक Reserve Bank of India

Design, Supply, Installation, Testing and Commissioning (DSITC) of Air Handling Units (AHUs) system at Bank's Main Office Building, RBI, Mumbai

Reserve Bank of India invites online e-tenders for Design, Supply, Installation, Testing and Commissioning (DSITC) of Air Handling Units (AHUs) system at Bank's Main Office Building, RBI, Mumbai

1. Online Tenders by e-tendering process are invited for above work at Bank's Mumbai Regional Office at Mumbai. The e-tender is to be submitted through the website www.mstcecommerce.com. The work is estimated to cost Rs. 24 lakhs (Rupees Twenty Four Lakhs Only) and is to be completed within 8 weeks from 14th day from the date of award of work.
2. Online Tenders will be available to view/download for all firms from **11:00 AM on January 07, 2022** but only those contractors who have minimum 5 years' experience in the field of undertaking similar works of "Design, Supply, Installation, Testing and Commissioning (DSITC) of Air Handling Units (AHUs) system" shall be eligible for participation in the tender. The contractors have to produce work orders and completion certificates before December 31, 2016 for satisfying the eligibility criteria.
3. The contractor should have also executed successfully similar works on or after December 31, 2016 individually costing as under:
 - (a) Three works each costing not less than 40% of Rs. 24 Lakh

OR

 - (b) Two works each costing not less than 50% of Rs. 24 Lakh

OR

 - (c) One work costing not less than 80% of Rs. 24 Lakh

AND

 - (d) Have a minimum yearly turnover of 100% of the Rs. 24 Lakh during the last 3 financial years

AND

 - (e) Have a service set up in Mumbai for rendering after sales service.
 - (f) Should furnish the latest solvency certificate issued by applicant's Banker for the estimated cost of work. Only tenderers who qualify as above will be eligible to participate in the tender for the work.

The required documents evidencing compliance of all the above criteria (Pre-Qualification Papers) shall be submitted by the firm on or before **January 28, 2022 by 02:00 PM** at Fort Office, Estate Cell.

4. The contractors shall also be required to furnish, at the time of submitting Pre-Qualification papers the following information in writing along with documents to satisfy the Bank about their eligibility for participating in the tendering process:

(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 detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of association/power of Attorney/any other relevant document
(b)	Work experience and 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)	Creditworthiness of the contractor & their Turn over 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 financial years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and address 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 contracts (s) and actual time taken to complete the work(s), names and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.

5. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse their participation/reject their tender.

6. Tender forms will be available for download on MSTC Website <http://www.mstcecommerce.com> from **11:00 AM on January 7, 2022**. A pre-bid meeting of the eligible bidder (who meets the PQ criteria) will be held on **February 8, 2022 at 11:00 AM** in the Bank's Office Building, Estate Cell, Fort Office, Mumbai

The Pre-Qualification papers super scribed as "Pre-Qualification documents for Design, Supply, Installation, Testing and Commissioning (DSITC) of Air Handling Units (AHUs) system at Bank's Main Office Building, RBI, Mumbai" addressed by name to Shri. Ajay Michyari, Regional Director, Reserve Bank of India, shall be submitted to AGM (Admin) Estate Cell, Fort Office Mumbai latest by **January 28, 2022 till 02:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ document may be forwarded to mail id: abhayjoshi@rbi.org.in, dkhoriya@rbi.org.in, anandmahadevan@rbi.org.in, & dhananjaykawale@rbi.org.in, latest by **January 28, 2022 till 02:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or **before February 8, 2022 by 11:00 AM**.

7. An EMD of Rs 48,000/- (Rupees Forty Eight Thousand Only) shall be submitted by the eligible tenderer on or before **February 18, 2022 by 02:00 PM** in the form and manner as prescribed in the Part-I of the tender.
8. Tender in prescribed form shall be submitted in two parts in online mode. Part-I tender will contain an online undertaking towards acceptance of Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter (scanned copy to be uploaded) and Part-2 (Price bid) to be filled online.
9. Part I of the tenders will be opened on **February 18, 2022 at 03:00 PM** in the online mode. Part II of the online tender will be opened on subsequent date, with due intimation to the eligible tenderers.
10. The applicants /tenders have to submit in a sealed envelope /cover:
 - a) Client's certificate as per format mentioned in the tender.
 - b) Banker's/solvency certificate as per format mentioned in the tender.

The certificates should be addressed to Shri. Ajay Michyari, Regional Director, Reserve Bank of India, Estate Office, Fort Cell, 2nd Floor, Mumbai- 400 001 and shall be submitted on or before **January 28, 2021 till 02:00 PM** in a sealed envelope/cover to AGM (Admin), Estate Cell, Fort Office, Mumbai. 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. 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 are liable for rejection. 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 tenderers. 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.

11. 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 any or all the tenders without assigning any reason thereof

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Mumbai/Estate/270/21-22/ET/362
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Estimated cost of the Work	Rs.24 Lakhs
d. Date of NIT available to parties to download	January 07, 2022 from 11:00 AM onwards
e. Pre-Bid meeting	11:00 AM on February 08, 2022 at 2 nd Floor, Estate Cell, Fort Office, Mumbai 400001
f. Earnest Money Deposit	₹ 48,000/- (Rupees Forty Eight Thousand only) by NEFT or in the form of DD on or before 2:00 PM on February 18, 2022. The DD shall be submitted in sealed cover addressed by name to Shri Ajay Michyari, Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai-400001 NEFT Details A/c No – 04861436206 IFSC CODE – RBIS0MBPA04
g. Last date of submission of EMD	February 18, 2022 till 2.00 PM
h. Last date of submission of Pre-Qualification (PQ) papers	January 28, 2022 till 2:00 PM
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	January 7, 2022 from 11:00 AM onwards

<p>j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid</p>	<p>February 18, 2022 till 2.00 PM</p>
<p>k. Date & time of opening of Part-I (i.e., Techno-Commercial Bid)</p> <p>Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.</p>	<p>February 18, 2022 at 3.00 PM</p> <p>Shall be intimated to the eligible bidders subsequently</p>
<p>l. Transaction Fee</p>	<p>Rs.2,400/- plus GST @18%</p> <p>To be paid through MSTC payment Gateway/ NEFT/RTGS in favour Of MSTC Ltd.</p>



भारतीय रिज़र्व बैंक
Reserve Bank of India
Estate Office
MUMBAI



E-tender for

**Design, Supply, installation, testing and commissioning of
Air Handling Units (AHUs) system at Bank's Main Office Building, RBI, Mumbai**

Techno-Commercial - Bid

Name of Firm

Address:

Last Date for Submission: February 18, 2022 before 02.00 p.m.

Disclaimer

Reserve Bank of India (The Bank), Estate Office, Mumbai (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid **for SITC of Air Handling Units (AHUs) system at Bank's Main office building, RBI, Mumbai** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

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

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Section I
Commercial Terms and Conditions
Form of Tender

To
The Regional Director
Reserve Bank of India
Estate Office, MRO,
Mumbai-400 01

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

MEMORANDUM

(a)	Description of works	:	Design, Supply, installation, testing and commissioning of Air Handling Units at Bank's Main Office Building, Mumbai
(b)	Estimated cost	:	₹ 24 Lakhs
(c)	Earnest Money	:	Rs.48000/- to be submitted by all bidders along with tender either by DD/NEFT/BG drawn on a scheduled commercial bank in India (NEFT details as per Annexure – 'H')
(d)	Retention money to be deducted from each on-account bill	:	5%
(e)	Time allowed for completion of the work from 14 th day after the date of written order to commence work	:	8 weeks

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 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 agree to keep the Bank Guarantee towards Earnest Money Deposit valid during the entire period of validity of tender.

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

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 therefor. We have deposited a sum of **Rs. 48,000/-** as earnest money with Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The Tender is submitted online in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated thisday of2021.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

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

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

Witness (2) Signature with Name, _____
address and date _____

Section – II

General Instructions to Tenderer(s) & Special Conditions

2.0 Online e-tenders are invited for the work of “Design, Supply, installation, testing and commissioning of Air Handling Units (AHUs) for Bank's office building at Mumbai”. The work is estimated to cost Rs.24 lakh and is to be completed within 08 weeks from 14th day after the date of written order. The tenders shall be uploaded/submitted in online manner at MSTC ecommerce site.

2.1 Eligibility Criteria: -

Only those contractors who have minimum 5 years of experience in executing similar works in the field of viz., Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHU) for the large office building / commercial premises / industrial houses/Government organizations/PSU and the contractor should have also executed successfully similar works on or after November 30, 2016 individually costing as under:

(a) Three similar completed works each costing not less than 40% of estimated cost 24 Lakhs.

OR

(b) Two similar completed works each costing not less than 50% of estimated cost 24 Lakhs.

OR

(c) One similar completed work costing not less than 80% of estimated cost 24 Lakhs.

AND

(d) Have a minimum yearly turnover of 100% of estimated cost or more during the last 3 financial years supported by audited financial statements and ITR.

AND

(e) Have a service set up at the place of proposed work i.e., Mumbai or nearby suburban for rendering after sales service.

Tenderers should submit the following documents in respect of their eligibility:

- i. Copies of detailed work orders indicating scope and value of works for the qualifying works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the proforma.
- iv. Audited financial statement for turnover for last 3 financial years along with ITR.
- v. Banker's Certificate
- vi. Client certificate
- vii. GST registration and PAN details.

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 the above criteria will be liable for rejection.

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

2.2 Tendering process;

The tender documents can be downloaded from the Banks website www.rbi.org.in and MSTC website www.mstcecommerce.com. All corrigendum, addendum and further communication shall be uploaded on these websites only. The tenders for the above work is in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items.

2.3 Tender submission:

The tender shall be uploaded/submitted at MSTC site in two parts, viz, "Part I – Technical and Commercial" and "Part II – Price bid", respectively **“Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) at Bank’s Main Office Building, RBI, Mumbai and** Telegraphic, Fax and E-mail tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the tender (Part-I). Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

2.4 Tenderers are advised to use only the forms (tender format) issued by the Bank . In case the tenders are uploaded / downloaded tender forms from the MSTC/RBI 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.

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

2.5 Tenders application for “Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) at Bank’s Main Office Building, RBI, Mumbai” addressed by name to Regional Director, Estate Office , Reserve Bank of India, Mumbai should be uploaded not later than 14:00 hours on February 18, 2022. No tender will be accepted after 14:00 hours on February 18, 2022 under any circumstances whatsoever.

2.6 All the Intending tenderers/bidders are required to submit EMD. Earnest Money for a sum of Rs. 48000/- (Rupees Fourty Eight thousand Only) by a DD/NEFT / Bank Guarantee in a form (**Annexure-‘D’**) acceptable to the Bank in favour of Reserve Bank of India, drawn on a scheduled commercial bank before uploading/submission of the tender. The Earnest Money Deposit of the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work. EMD of the unsuccessful bidders will be returned without any interest after awarding the work to successful bidder.

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

2.6.2 EMD shall be forfeited in the case of the successful tenderer, if not attended/refused and fail to start and complete the work within the prescribed time limit. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

2.7 Tender shall be upload in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. The bidders are advised to completely fill the Part I of the tender along with seal and signature on every page and upload the same in MSTC site. While Part I will be opened on **February 18, 2022** at 3:00 PM in the presence of the intending bidders who choose to be present. Part II of the eligible bidders will be opened on subsequent date, which will be intimated to the bidders in advance.

2.8 The Reserve Bank of India reserves the right to accept or reject any or all the tender, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Bidders are requested to quote unit rates and amounts separately.

2.9 The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of the tender and shall be extended by such period as may be mutually agreed to.

2.10 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, variation in labour rates or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The bidders shall make their own arrangement for import of any part or components, if any, required for completion of the work.

2.11 **Evaluation of Tender:** Tenders will be done on the basis of quoted rates of entire works as per the BOQ including rebate for dismantling and taking away existing old equipment's as on condition.

2.12 Part I – Technical & Commercial

2.12.1 Part I shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials technical description, drawings shall be uploaded with the following:

- i. Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled commercial Bank in India.
- ii. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii. List of deviations, if any, in commercial terms and conditions.
- iv. List of deviation, if any, in technical specification.
- v. Any other technical information the tenderer wishes to furnish.

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

2.12.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. Any terms and conditions having price implication shall be

considered and included in the quoted price by the tenderer. Tender containing deviations from the terms and conditions is liable to be rejected.

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

2.13 Scope of Work

2.13.1 The scope of work shall include the following.

- Design and Delivery of all equipment's materials to Bank's site at Mumbai including packing, handling, transporting, loading/unloading at site in Mumbai.
- Erection, testing, commission of AHUs and handing over the unit to the Bank along with necessary modification in the pipe line, ducting, providing canvas connection etc.
- Providing all-inclusive service including all spares, etc. during warranty period
- Dismantling and Re-assembling the blower(s) to bring them inside the AHU room, if required, due to inadequate passage area.
- Disconnecting the existing unit, dismantling for removing the location for shifting purpose, taking away from the site at desired location.
- The installation of AHUs shall be inspected and certified by the AHU manufacturer before handing over of the same.

2.14 As regards make of equipment's acceptable to the Bank the bidders are advised to refer to system requirements / description and to the list of approved make of materials/ equipment's (Section IX).

2.15 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carryout work in respect of the Design, Supply, installation, testing and commissioning of AHUs, 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.

2.16 Bidders to quote strictly as per BOQ. The schedule of quantities is based on probable estimates/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.

2.17 **Completion Period:** Time is the essence of the contract. The entire work of Design supply, installation, testing and commissioning of the system shall be completed within a period of **08 weeks** from the 14th day of date of issue of work order failing which liquidated damages at a rate of 0.25% of the contract amount per week, subject to a maximum of 10% of the contract value, of delay beyond the stipulated period will be levied.

2.18 The successful bidder shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The cost of agreement has to be borne by the bidder.

2.19 Warranty/Defect Liability period:

The entire equipment/system supplied shall be guaranteed against all types of defects for a period of **one year** from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the bidder without any

additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, during this period shall be carried out free of cost.

Bidders shall also indicate the service facility available at the place of installation and technical set up, the contact telephone number and address of their service centers. If the bidder has no existing service center at the place of work, the bidders shall indicate details of such service center from which the proposed system will be serviced, the staff strength at that center and the availability of spares for the system at that center. In case a firm has memorandum of understanding or agreement with a third party on behalf of the firm to carryout servicing at a center, copy of the agreement or memorandum of understanding shall be submitted along with the tender.

2.20 The bidder should impart training to the Bank's staff at the site of work for a period of one week on the system before handing over the system without any extra charges.

2.21 The bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting. Bidders should be specific and offer comments only if their system differs from the Bank's detailed specifications/features in any manner. The successful bidder, on completion of work, shall furnish three sets of schematic and layout drawings and maintenance manuals to the Bank.

2.22 **Testing of the system:** Before dispatching the equipment to site, the equipment may, at the discretion of the Bank shall be inspected by the Bank's Engineer at the manufacturer's works and then cleared for shipment. The system will be tested in presence of the bidder and the OEM at OEMs premises/factory. The cost of arrangements for conducting the tests if any shall be borne by the bidder and shall be included in the quoted rates. 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.

2.23 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) 60% of the quoted rate, on pro rata basis, against delivery of all material, after checking at site and on submission of the following documents.
 - i. Manufacturer's inspection and test certificate.
 - ii. Contractor's certificate that all components, parts, sub systems, consumables etc., for successful installation, testing and commissioning of the system including maintenance have been received at site in good condition and if any shortfall is noticed during installation, testing and commissioning they will be supplied free to the Bank.
 - iii. Policies of insurance covering contractor's all risk (CAR) during transit, storage, installation, testing, commissioning and handing over including Workmen compensation policy and third-party liabilities as detailed in para 2.29.
- (b) 40% of the quoted rate on completion of erection, testing, commissioning and handing over of the system to the Bank.
- (c) The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the one-year Defect Liability period.
- (d) All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable.
- (e) **The payment will be made on actual measurements at site.**

- 2.24 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 Mumbai, Maharashtra.
- 2.25 On completion of installation, testing and commissioning, the equipment will be tested for establishing their performance vis-à-vis the accepted specifications.
- 2.26 The contractors shall submit/upload all technical details of the system along with the Part I of tender. The bidders 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/upload the same on a separate sheet along with Part I of the tender.
- 2.27 The bidders shall give the full name of contact person, contact numbers, email id and postal addresses of clients to whom similar equipment has been supplied by them.
- 2.28 The bidders 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.

2.29 Insurance:

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

- (a) Contractors all risk insurance inclusive of damage during transportation from manufacturer's works to site, fire insurance, Storage, erection testing and commissioning policy for the full contract value.
- (b) Workmen compensation policy for the employees of the contractor at site.
- (c) Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs.2.00 lakh per accident.

Note: These policies shall be valid till the completion of the work. If the contractor doesn't provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost of premium thereof from the bill of the contractor.

- 2.30 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 Bank 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, 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.

2.31 Pre-bid Meeting: An online pre-tender briefing meeting of the intending tenderers will be held at 11:00 hours on February 08, 2022 to clarify any point/doubt raised by them in respect of the tender.

No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

Date:

Place:

Seal and Signature of the Bidder

Section III

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.

FIRE SAFETY

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

Section IV
The Conditions Hereinafter Referred To

Interpretation clause

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

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigns and successors.
b) "Contractor" (in the case of partnership)	"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual)	"Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
(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 Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantitates and Specifications etc., attached hereto and duly signed.
e) "Notice in writing"	Or written notice 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 Towns Insolvency Act, or the Provincial

	Insolvency Act or any Act amending such original.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean "Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office Building RBI, Mumbai".

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

2. Scope of Contract

The work includes the Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office Building, RBI, Mumbai, as specified. 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 Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to

:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings 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 inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

3. Scope of contract includes, but is not limited to, the following:
- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
 - b) Provide materials as specified in the technical specifications.
 - c) Assembly, Installation and Commissioning of all items as specified and handing over the completed AHU system to the Employer.

4. Contractor's Duties

Contractor's duties include the following:

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

5. Variations to be approved by Employer

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

6. Drawings, Schedule Of Quantities & Agreement

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

7. Work sequence

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the 10th day after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

8. Contractor's use of Estate

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

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- c) Assume full responsibility for protection and safekeeping of tools and products stored on or off

Estate.

d) Move stored products which interfere with operations of building or the operations of other trades.

e) Obtain and pay for use of additional storage or work areas needed for operations.

9. Contractor to provide everything necessary at his cost

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

10. No disruption to normal office functions

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

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

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

13. Protection of Work and Property

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

14. 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so

conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 & 26 thereof.

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

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

15 Setting out of work

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear within a period of five year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

16 Materials and workmanship to conform to the descriptions

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

17 Contractor's superintendence and representative on the works

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

18 Dismissal of Workmen

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

19 Access to Works

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

20 Assistant Manager (Tech)/Manager (Tech)

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

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/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 any stage of the works or after the same is completed.

21 Assignments and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

22 Alterations, additions, Omissions etc.

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

23 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 26 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.

24 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.

25 Measurement of Works

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

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

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

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

26 Prices for extra etc. ascertainment of

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

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra 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 is of similar character and executed under similar conditions as the work priced therein.

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

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

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

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

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

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

28 Removal of improper work

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

29 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto, if none stated, then within DLP after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

30 Certificate of virtual completion and Defects Liability Period

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

31 Nominated Sub-Contractor

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

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

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen’s Compensation Act in force.
- (c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor’s accounts included in previous Certificates have been duly

discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

32 Other persons employed by Employer

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

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

or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as

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

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

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

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

35 Date of Commencement and Completion

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

36 Damages for Non-completion

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named 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 moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

37. Delay and Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

38. Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other

persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

39. Termination of Contract by the Employer

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

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

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

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days’ notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by

employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

40. Termination of Contract by Contractor

If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 26 hereof.

41. Certificates and Payments

The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the

progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

42. Delayed Payment

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

43. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,15,16,21,25,26,27,28,29,37(a,b,c,d,f), 38, 39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

44. Settlement of dispute 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 the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one

person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

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

The venue of arbitration shall be **MUMBAI, INDIA.**

45. 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 or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

46. Employer entitled to recover compensation paid to workmen

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

Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

47. Abandonment of Works

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

48. Return of surplus materials

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

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

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

50. Accident Reports

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

51. Marginal Notes

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

SPECIAL CONDITIONS

52. Progress of Work

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

53. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

54. NON-DISCLOSURE CLAUSE

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

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

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

55. Minimum wages to the workmen:

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

56. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

57. 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 employees who are deployed within the Bank's premises.

Date:

Seal & Signature of the Bidder

Place:

Name:

Designation:

Section V

Special Conditions

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the Office on any Bank's working day
5. The tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only
6. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
7. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
8. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to make availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
9. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
10. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
11. The tenderer shall use only approved brands of materials.
12. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India time to time and the Bank

Section VI

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of, for non-completion of work	As per clause 2.17 mentioned in the tender
6.	Value of works for interim certificates	As per clause 2.23 mentioned in the tender
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Seal & signature of Contractor

Schedule of Commercial Deviations

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

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

Date:

Seal & Signature of the Bidder

Place:

Name:

Designation:

Section - VII

Technical Specification & Scope of Work

6.0 Scope of Work

(a) The scope of work shall cover Design, supply, installation, testing and commissioning of air handling Units (AHUs) as detailed under this specification and as provided in the bill of materials/schedule of quantities.

(b) The unit shall be of double skinned type. The outer casing shall be 0.6mm thick galvanized steel and the inner casing shall be 0.6mm thick galvanized steel. The stainless steel should be of SS-304 grade. The insulation material shall be PUF material of minimum 50 mm thick sandwiched between the two panels of density not less than 38 Kg/cu.m, by injection moulding machines as per the standards of the manufacturer. These panels shall be bolted from inside/screwed from outside on to the framework with soft rubber gasket in between to make the joints airtight. The AHU shall have inspection covers/doors for attending to various parts requiring maintenance along with a door limit switch for the light to on/off, when its cover/doors are closed/opened respectively.

(c) The drain pan shall be of 18 SWG stainless steel material (SS-304) of not less than 1.2mm thick and externally insulated with 10mm thick closed cell polyethylene foam insulation or nitrile rubber or PUF with necessary dual slope to facilitate fast removal of condensate. Drain connections 32mm shall be provided on both ends and shall be suitably piped to the nearest drain.

(d) The blower shall be DIDW backward curved impeller of galvanized construction with total static pressure of 85 mmWg. The shaft shall be of steel, liberally designed and supported on heavy duty ball bearings adequately sized. The blower must be AMCA (Air Movement and Control Association) certified for sound, air and FEG not less than 70. The fan outlet shall be connected to casing with the help of fire retardant fabric.

(e) The drive motor shall be preferably direct coupled. If this feature is not possible, suitably designed **Flat belt system** shall be provided.

(f) The cooling coils must be AHRI certified. The chilled water coil shall be of Copper tube with Aluminum fins. The coil shall be made from seamless solid drawn copper tubes. The minimum thickness of the tube shall be 0.5mm for cooling/ heating. The coil shall be with 6 rows deep with 11 to 13 fins per inch spacing. The minimum thickness of the fins shall be 0.15mm nominal. The coil shall be designed and tested for a pressure of 10 Kg/ Sq.cm (g) and test reports shall be furnished for this. U-bends shall be of copper, jointed to the tubes by brazing.

(g) Each unit shall be provided with a factory assembled filter section containing pre-filters water washable synthetic type air filters having extruded aluminum frame with filtration capacity of 3 micron particle size with an efficiency of 99%. Filters should be not less than **MERV-13** and EU-7 complainant. The media shall be supported with HDPE mesh on one side and aluminum mesh on the other side. Filters shall fit so as to prevent by pass. Holding frames shall be 50mm thick of aluminium provided for installing a number of filters cells in banks. These cells shall be held within the frames by sliding the cells between guiding channels. Face velocity across fine filters shall not exceed 155 m/min.

(h) Direct reading V form industrial type thermometers alcohol filled of suitable range and burden type pressure gauges of suitable range shall be provided at inlet and outlet of chilled water line with tubing and gauge cock.

(i) The capacity of the cooling coil, the air quantity from the blower fan and static pressure of blower fan shall be as laid down in the tender documents. Where these parameters as calculated by the tenderer exceeds the specified values, the coils and the blower fan shall satisfy these

calculated values.

- (j) The coil shall be designed for a face velocity of air not exceeding 155 m/min.
- (k) The requisite static pressure demanded by the air circuit shall be developed by the fan at the selected operation speed. The fan motor HP shall be suitable to satisfy these requirements and the drive losses.
- (l) The air outlet velocity from the blower fan shall not exceed 610 m/min.
- (m) Noise level at a distance of 2M from AHU shall not exceed 75dBA.
- (n) The air handling unit shall be so installed as to transmit minimum amount of vibration to the building structure. Adequate vibration isolation shall be provided by use of 10mm rubber/neoprene pads and/or vibration isolation spring mountings.
- (o) All equipment shall be supplied as per manufacturer's standard finish paintings.

6.1 UVGI assembly units

Provided Ultraviolet Germicidal Irradiation (UVGI) is to be dismantled carefully from the existing old AHUs and refixing the same in the newly installed AHU's as per site requirements.

The scope of work shall include dismantling UVGI system from OLD AHUs, re-installation, testing and commissioning of the followings in new AHUs:

6.2 Electrical Motors & Starters:

This section deals with Design, supply, installation, testing and commissioning of all types of motors used for Air Handling units etc.,

6.2.1 Make of motors

- (a) The make of motors shall be one out of the approved list of makes of equipment's/materials specified as per section IX.
- (b) All motors shall be totally enclosed fan cooled (TEFC) squirrel cage type and should run at all loads without any appreciable noise or hum. The motor should be IP 54 protection.
- (c) The winding of motors shall be of Class F insulation and suitable for local conditions. The design, construction features and testing of the motors shall be as per the latest version of IS 325-1978. The noise level shall not exceed 85db. Motors used should be of Energy Efficient type with not less than IE3 rated confirming to IS 12615: 2018. **The motor shall be suitable designed for use with VFD.**
- (d) Motors shall comply with IS: 325, IEC 34.1 or BS 2313, IEC 72.1 for foot mounted motors. Routine test certificates shall be furnished for the motor.
- (e) The suitable motors shall be selected on the basis of ambient temperatures and allowable maximum temperature rise.
- (f) Motor above 1 HP shall be three phase unless otherwise specified. Motors up to and including 5HP shall have DOL starter and above this rating shall have star/delta starter. All power/control cables and wires should be of FRLS/FRLSH grade.
- (g) All motors shall be rated for continuous duty as per IS 325. Motor shall be suitable for operation on 415 Volts \pm 10% 3 phase, 50Hz \pm 5%, AC supply (or 230 Volts, 50 Hz SP AC supply). The motor shall be specially designed for quiet operation and motor speed shall not exceed 1440 RPM \pm 5%.
- (h) Motors shall be provided with cable box suitable to receive Aluminium conductors, PVC insulated, PVC sheathed and armoured cables.

(i) All motors shall be provided with combination of Ball and Roller Bearing. Suitable grease nipples for re-greasing the bearing shall be provided.

(j) Motors above 0.25 HP with over current protection. Motors above 100 HP shall be provided with full thermal protection and thermistor detector in the stator winding.

6.2.2 Motor Starters

(a) The type of starter to be used shall be as follows unless otherwise specified.

Type of Motor	Starting Current	Starting Method
Squirrel cage motor up to 7.5 HP	600% of full load current	VVVF drive
Above 7.5 HP	250% of full load current	VVVF drive

(b) All starters shall conform to IS 1882. The starter shall be enclosed in sheet metal enclosure or mounted inside the cubicle MCC which would be dust vermin proof etc.,

(c) All starters should be of voltage and frequency as specified.

(d) All starters shall have integral stop/start push buttons of international colour code.

(e) Existing UVGI system control panel should be interlocking with AHU control panel.

(f) All Control starters shall be provided with VVVF drive of suitable capacity.

(g) All starters shall have BMS compatibility.

(h) Terminal blocks with integral insulating barrier shall be provided for each starter.

(i) For Squirrel cage motors VVVF drive starters shall be provided as specified above.

(j) Extra contact for interlocking of UVGI control panel/Fire control module/remote operation/ purpose shall be provided in the starter.

6.2.3 Installation of motors:

(a) The motor and drive machine shall be fixed on slide rails to facilitate belt and other adjustments.

(b) Vibration isolation arrangement shall be provided.

(c) The installation of motor shall be carried out as per IS 900.

(d) The motor with driving equipment shall be mounted on foundation and connected to each other with flexible coupling with guard.

(e) All motor shall be wired as per specifications. Earthing of motor frame shall be done with GI/Copper strips as specified in Bill of Quantities.

6.3 Water Piping:

3.3.1 This section deals with supply, installation of pipes, pipe fittings and valves, testing and balancing of all condensers, chilled water, drain water etc., as detailed in specifications. All piping, fittings and valves etc., shall conform to relevant Indian Standards. The pipes, fittings and valves

shall be of approved make.

3.3.2 Chilled/Condenser water pipes shall be MS “C” class (Black steel) tube confirming to IS:1239 (Part I) -1991 with latest amendments for sizes up to 150mm. M.S.E.R.W Black steel pipes, confirming to IS: 3589 with latest amendments, shall be used for sizes greater than 150mm. The wall thickness of “C” class M.S.E.R.W Black pipes shall be as follows:

	Nominal Pipe dia. in mm.	Wall thickness of pipe in mm.
(a)	25	4.00
(b)	32	4.00
(c)	40	4.00
(d)	50	4.50
(e)	65	4.50
(f)	80	4.80
(g)	100	5.40
(h)	125	5.40
(i)	150	5.40
(j)	200	6.00

Drain water/make up water pipes shall be PVC with 4 Kg/Cm² pressure rating.

6.3.3 Pipe Fittings

(a) General

The pipe fittings for screwed piping shall be malleable iron and for piping with welded joints shall be of weld-able quality. Also the fittings shall be suitable for same pressure ratings as for the piping system. All bends up to sizes 150 mm dia. shall be of heavy duty readymade.

All bends in sizes 200 mm and above shall be fabricated from the same dia. and thickness of pipe in at least four sections and having a centre in radius of at least 1.5 times diameter of pipes. Fittings such as tees, reducers etc. shall be from the same pipe and at least of length twice the diameter of the pipe.

The dead ends are to be formed with flanged joints and 6 mm thick blank between flange pair for 150mm and over in case here a future extension is to be made. Otherwise blank end disc 6 mm thicknesses are to be welded with additional stiffness from 50mmX50mm M.S heavy angles. For sizes above 350mm all ends larger than 400mm dia. shall have dished ends and tested.

(b) Flanges

All flanges shall be of mild steel as per IS: 6392/71 (with latest amendments) & shall be slip on type welded to the pipes. Flange thickness shall be to suit Class II pressure. 3 mm thick gasket shall be used in between the flanges. Flanged pair shall be used on all such equipments which are required to be isolated or removed for service for example condenser/chilled water pumps, chilling m/c, AHU etc.

All arrangements for connecting pressure gauges and thermometers at the points specified in the above paras shall form part of piping work and the cost thereof including the cost of pressure gauges and thermometers shall be included in the rate/amount quoted for piping.

6.4 Insulation of Pipes:

3.4.1 This section deals with supply and fixing of thermal insulation of pipes etc., as per specification given in this section.

3.4.2 Material of insulation

The insulation material shall be preformed pipe section or sheets of chemically cross linked closed cell polyethylene (FR-XPE)/ Polyethylene air bubble film, Fire retardant grade with K value not exceeding 0.029 at 23°C mean temp. The insulation surface shall be finished with 28 gauge (0.4mm) aluminium sheet cladding or else the insulation sheet with one side Aluminium lamination shall be used or using 25mm thick Class “1” nitrile sheet insulation with duct seal be used.

6.5 Ducting works:

3.5.1 The duct work shall be fabricated out of galvanized steel sheet (GSS), class VIII conforming to IS 277-1962(revised). The fabrication of duct shall strictly conform to IS 655- 1963. The thickness of the sheet for fabrication of rectangular duct work shall be as under:

Maximum side mm	Thickness of sheet mm	Type of Transverse joint connections	Bracing (if any)	Size of supports (hanging rods)
1	2	3	4	5
Up to 400	0.63	25 mm GSS flanges	None	10 mm
401 to 800	0.63	25 x 25 x 3mm MS angle flanges	25 x 25 x 3mm MS angle at 1.2m	10 mm
801 to 1500	0.8	40 x 40 x 3mm MS angle flanges	40 x 40 x 3mm MS angle at 1.2m	12 mm
1501 to 2250	1.00	50 x 50 x 6mm MS angle flanges	40 x 40 x 3mm MS angle flanges	16 mm
2251 and above	1.25	50 x 50 x 6mm MS angle flanges	40 x 40 x 3mm MS angle flanges	16 mm

3.5.2 The following points should be also taken into account while fabrication of ducts.

i. All ducts shall be fabricated and installed in workman like manner, generally confirming to the relevant IS code.

ii. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made

air tight. The rubber gasket shall be installed between duct flanges in all connections and joints.

iii. Changes in dimensions and shape of ducts shall be gradual. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence. All branch take offs and collars shall be provided with turning vanes. All flanges and supports should be primer coated on all surfaces before erection and painted with aluminium paint thereafter.

iv. All ducts shall be supported from the ceiling/slab by means of MS rods of dia. 9mm with M.S angle at the bottom. The ducts may be suspended from the ceiling with the help of dash fasteners.

v. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking. Ducts up to 610mm width shall have a minimum of 40X40X3 mm angle support and ducts larger than this shall have 50X50X6mm angle support.

vi. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to AHUs that may cause vibrations in the ducts, ducts shall be provided with fire resistant flexible double canvas connection of minimum 150mm long securely bonded and bolted on both sides.

6.5.3 Thermal insulation on duct:

The insulation material shall be 13 mm thick chemically cross linked closed cell polyethylene FRXPE fire retardant grade with minimum density of 33+/- 3 Kg/Cu.m, thermal conductivity of 0.035W/m.K and water vapour diffusion resistance factor (μ) ≥ 6000 , laminated with aluminium foil using Pidilite make SSR 998 adhesive liquid. The material should be free from ozone depleting substances (CFC/HCFC).

6.5.4 Acoustic insulation of duct:

The first 6 mtr of the ducting from the AHU unit outlet shall be acoustically insulated with 25mm thick open cell structured class "O" nitrile rubber foam of density 140-180 Kgs/Cmt. inside the duct using good quality adhesive. It should have antifungal and antimicrobial properties.

Seal & Signature of company

Name

Designation

Date

Schedule of Technical Deviations

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

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

Seal & Signature of company

Name

Designation

Date

Section VIII

1.1 Data to be furnished by the Bidders

S.No	Description	To be filled by the bidder
1.	Make of AHU	
2.	Model Number of AHU	
3.	Material and thickness (inner/outer) of body construction	
4.	Capacity of the AHU unit in CFM	
5.	Capacity of the AHU unit in TR	
6.	Size of the AHU unit (LXBXH) in mm	
7.	Thickness of insulation material (PUF)	
8.	Material of drain pan construction	
9.	Thickness of drain pan material	
9.	Number of pre filters	
10.	Size of pre filters (LXBXH) in mm	
11.	Thickness of filters in mm	
12.	Type and specification of pre filters	
13.	Fan Type	
14.	Fan Make	
15.	Fan dia./sweep area in mm	
16.	Fan speed in RPM	
17.	Fan rating in HP/KW	
18.	Number of fans	
19.	Static pressure in mm of wg	
20.	Motor Make	
21.	Motor type	
22.	Motor capacity in HP/KW	
23.	Motor RPM	
24.	Starter type	
25.	Starter make	
26.	VVVF Drive- Make /Model	
27.	Filter area (Sq.ft)/Make	
28.	Velocity over filters	
29.	Pressure drop over filters in mm	
30.	Coil make	
31.	Thickness of coil/tube in mm	
32.	Coil rows	

33	Material of Tube		
33.	Tube length in mm		
34.	Tube outer diameter in mm		
35.	Fin material		
36.	Fin spacing in Fins per inch (FPI)		
37.	Number of coils		
38.	Accessories and controls		
	(a) Taper lock Pulley and Flat belt		
	(b) canvas connection for ducts		
	(c) Anti vibration pads		
39.	Bearing Ball/roller		
40.	Make of bearings		
41.	Duct Insulation	Thermal	Acoustic
a.	Manufacturers Name		
b.	Material		
c.	Density Kg/Cm		
d.	Thermal Conductivity Kcal/H deg.C		

Seal & Signature of company

Name:

Designation

Date:

Section IX : Make of Materials

8.1 List of approved makes of materials

The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

Sl.No	Item Description	Approved make
1.	Fan make	Kruger/Nicotra/Lau
2.	Motor make	ABB/Siemens/Kirloskar/Crompton
3.	Power Cables	CCI/Finolex/Polycab/Universal/Gloster
4.	Control cables	CCI/Finolex/Polycab/Gloster
5.	MCCB/MCB/RCCB	Legrand/ABB/L&T
6.	AHU	Zeco/Bluestar/Carrier/Voltas/ETA/Edge Tech or equivalent make as approved by the Bank's Engineer.
7.	VVVF drives	ABB,Schneider,Seimens,Johnson Control,L&T
8.	GI Sheets	TATA/JINDAL/SAIL
9.	Insulation material	U.P.Twiga/Owen Carning/K-flex /Armacell or equivalent make as approved by the Bank's Engineer.
10.	MERV- 13 filter	Mechmaark, Thermadyne, Spectrum
11.	Drain pipe UPVC	Supreme/Astral/Plasto

- Motors used should be of Energy Efficient type with not less than IE3 rated confirming to IS 12615: 2018
- All power/control cables and wires should be of FRLS/FRLSH grade with duly IS marked on the cables.

Check List**Schedule of Commercial Conditions**

Sr. No.	Description	Bank's terms	Whether acceptable to the bidder or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	Rs. 48000/- will be collected from all the bidder along with the tender.	
3.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period.	
4.	Completion period	08 weeks from 14 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	0.25% of the contract amount per week of delay subject to maximum of 10% of contract value.	
6	Penalty during warranty	₹500/- per day if defect is not rectified within 24 hours of intimation.	
7	Guarantee	One year after the date of virtual completion.	
8	Factory & field tests	As per Commercial conditions	
9	Terms of payment	As per Commercial conditions.	
11	Insurance	Shall include for <ol style="list-style-type: none"> 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 _____

CLIENT’S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /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
- 13 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

c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/Poor
d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/Poor
e) General behavior	Outstanding/Very Good/ Good/Satisfactory/Poor

Note:(i) All columns should be filled in properly countersigned.

(ii) The Client Certificates should be submitted for each of the Prequalification work/s.

(iii) The client's certificate shall be signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and the client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates

FORMAT OF BANKERS' CERTIFICATE

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 financial years (year wise).
2020-2021 :

2019-2020 :

2018-2019 :
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.

(Signature)

For the Bank

Note:

1. 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.24
2. Lakhs.
3. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.
4. In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____

(hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai -400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tenders for for **Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office building, RBI, Mumbai** and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the work of **Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office building, RBI, Mumbai**. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____(INR _____ only).

6. This guarantee shall remain in force and effective up to _____and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Articles of Agreement

(to be submitted by successful tenderer)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Estate Office, Mumbai having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (Hereinafter called "the Contractor") of the another part.

WHEREAS the Employer is desirous of **Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office Building, RBI, Mumbai** (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (allof which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (**hereinafter referred to as "the said Contract Amount"**).

NOW IT IS HEREBY AGREED AS FOLLOWS -

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

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

2. The term "Architect" in the said conditions shall mean CGM, Premises Office, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that

purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

3. The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

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

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

6. This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Air Handling Unit (AHU), to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within **2 months** subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

10. All payments by the Employer under this Contract will be made only at Reserve Bank of India, Mumbai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
13. **Non-disclosure clause:** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
14. **Prevention of Sexual Harassment:** 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.
15. 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.
16. 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.
17. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

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

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNED AND DELIVERED by the

Reserve Bank of India by the hand of

Shri _____

(Name and designation)

in the presence of

(1) _____

Address _____

(2) _____

_____ (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

Token thereof in the presence of

(1) _____

(2) _____

If the Contractor signs under common

seal, the signature clause should tally

with the sealing clause in the Articles

of Association.

SIGNED AND DELIVERED BY the Contractor by

the hand of Shri _____

and duly constituted attorney.

If the Contractor is signing by the

hand of power of attorney, whether a

Company or an individual.

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

Details of similar qualifying works executed during the last 5 years

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number & contact person of the firm

(Attach sheet if required)

Signature and Seal of the tenderer

Complaint Escalation Matrix

	Name & Designation with Address	Contact Details (Mobile/Landline)	Email ID
Level 1			
Level 2			
Level 3			
Level 4			

Place:

Date:

Seal and Signature of the Contractor

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 authorize Mr. / Ms.

.....

(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas 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 Air Handling unit at Bank’s Main Office Building, Mumbai** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of 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)

NEFT Details for effecting e-payments

Name of the Institution: Reserve Bank of India, Mumbai

Address (in full): Reserve Bank of India, Mumbai

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Mumbai
2	Account Number	
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	
5	Name of the Bank	RBI, Mumbai
6	Name of the Branch	RBI, Mumbai
7	Address of the Bank	RBI, Mumbai
8	NEFT/IFS Code	(0 in the code represents ZERO)
9	Name of the Account	RBI, NEFT, Inward Received
10	GST Number	

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: E-tender for Design, Supply, Installation, Testing and Commissioning of Air Handling unit at Bank's Main Office Building, Mumbai

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money

Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

Unpriced Bill of Quantity

Name of the Work: Design, Supply, Installation, Testing and Commissioning of Air Handling Units (AHUs) for Bank's Main Office Building, RBI, Mumbai.

S.No	Description	Qty	Units
1.	<p>Supply of double skinned type (PUF panel thickness of 50mm+/- 2 mm) Air Handling Unit of 18000 CFM with the below specifications:</p> <p>a) Modular AHU panels with GI sheet of 0.60mm thick for both inner and outer casing with 48mm, CFC free PUF insulation sandwiched in between. The outer panel shall have pre-coating for corrosion resistance as also to provide a very good finish.</p> <p>b) Blower section with DIDW backward curved centrifugal fan with total static pressure 85mmWg with TEFC squirrel cage Induction motor with VFD compatible (IP 55 protected, class F insulation and energy efficient not less than IE3 rated) driven with Flat belt.</p> <p>c) Drain section with 1.2mm thick SS drain pan</p> <p>d) 50mm thick Al frame HDPE 3 ply air pre- filters (box type) of MERV-13/EU-7 with efficiency of 99% down to 3 microns</p> <p>e) Chilled water-cooling coil of 6 row deep with aluminum fins and copper tubes.</p> <p>Installation, Testing and Commissioning of the above Air Handling Units: The work includes new AHU unit to be installed in place of existing AHU by removing of the same and connecting to the existing AC duct through non-returnable G.I collar damper/VCD and double flexible fire-retardant canvas connection arrangement as per the site requirement and the mounting of the unit on foundation/floor with anti- vibration pads to avoid vibration transmission etc. The unit has to be connected to the new electrical panel (as specified in Sr. No. 7) in the AHU room by providing XLPE FRLS copper armored cable with 2 runs 8 SWG copper earth wire, brass glands and lugs and to be tested and as detailed in the section VI, part I of tender.</p>	2	Units

2.	<p><u>Chilled water piping</u> Supply, installation, fabrication and commissioning of nominal size water piping with nitrile rubber insulation 25 mm thickness Class 1 for below pipe with duct seal and all accessories as detailed in section VII, Part I of tender.</p> <p>a) 80 mm dia. With 25 mm thick insulation</p> <p>b) 65 mm dia. With 25 mm thick insulation</p>	20	Mtrs
		20	Mtrs
3.	<p><u>Butterfly Valves:</u> Providing and fixing in position of required sizes suitable for PN 16 pressure rating duly insulated with bypass line provision as per specifications.</p>	6	Nos.
4	<p><u>Three-way valves:</u> Providing and fixing in position of required sizes suitable for PN 16 pressure rating duly insulated along with motor and controller etc. as per specifications.</p>	02	Nos.
5.	<p><u>Automatic Air Vents</u> Providing and fixing of auto air vent purging valve of 20mmdia. With isolating valve complete as per specifications.</p>	4	Nos
6.	<p><u>Control Starter panel:</u> -Supply, installation, fabrication and commissioning of Control Starter panel comprising required capacity VVVF drive with BMS connectivity compatibility etc. complete as per specifications.</p>	2	sets
7.	<p><u>Rectangular GI Ducting and Accessories</u> Supply, installation, fabrication and commissioning of GI ducts 18/20 GI sheets as per IS 655 for connecting the AHU to existing distribution of ducts with necessary neoprene rubber gasket, elbow, G.I angle support with suspended rods, grouted in ceiling as directed.</p> <p>(a) 20 G GSS ducting</p>	40	Sq.mt.
8.	<p><u>Acoustic lining/insulation</u> Supply and provision of internal duct acoustic lining/insulation with 25mm thick open cell structured Class "O" nitrile rubber of density 140-180Kgs/cu.mt fixed inside surface of ducts with necessary fixing materials i.e., adhesive etc., It should have antifungal and antimicrobial properties.</p>	40	Sq.mt.
9.	Supply and installation of 32/40 mm diameter UPVC drain pipe with U-trap and all accessories viz., adhesive, bends, tees, couplers, elbow etc.	20	Mtr.
10.	Carefully dismantling of existing UVGI system of old AHUs and reinstallation, testing and commissioning in the new AHUs	02	sets
11	(-) Buyback for taking away from Bank's Office Premises, Old AHUs of 18000 CFM along with connected motor and other accessories etc.	02	sets