



RESERVE BANK OF INDIA
Premises Department
Mumbai

SCHEDULE OF TENDER (SOT)

Notice to invite tenders for Cleaning and disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai

1	E-Tender No.	RBI/Central Office/Premises Department/3/21-22/ET/157
2	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi)
3	Estimated Cost	₹7.60 lakh
4	View Tender - Date & Time on MSTC Web Portal	11:00 hrs. of 27.09.2021
5	Last date and time for submission of Pre-bid queries by email	15:00 hrs. of 11.10.2021
6	Pre-Bid meeting	11:30 hrs. of 12.10.2021
7	Earnest Money Deposit	₹15,200/- EMD in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before 2:00 PM of 25.10.2021 . EMD can also be remitted to Reserve Bank of India Account of on or before 2:00 PM of 25.10.2021 . The account details for NEFT transactions are as under: Beneficiary Name- Reserve Bank of India IFSC : RBIS0COD001 Account No: 41869163273 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents
8	Bid Start Date - Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10:00 hrs. of 13.10.2021

9	<u>Bid Close Date</u> - Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid	14.00 hrs. of 25.10.2021
10	Date & time of opening of Part – I of tender	16:00 hrs. of 25.10.2021
11	Date of opening of Part –II Price bid	<i>shall be informed separately to the bidders eligible for Part II of the tender</i>

Note: *The firms shall pay the mandated transaction fee to MSTC payment gateway in favor of MSTC LIMITED*



RESERVE BANK OF INDIA
Premises Department
Mumbai

Notice to invite the quotations for Cleaning and disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai

1. E-quotations in two parts (Part-I and Part-II) are invited for "Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai". The work is estimated to cost **₹ 7.60 Lakh**.
2. Quotation forms will be available from **27.09.2021 to 11.10.2021** at MSTC website. The duly filled in quotation documents should be uploaded on MSTC website before 02.00 PM on **25/10/2021**.
3. E-Quotation forms can be downloaded from the website <https://www.mstcecommerce.com> and uploaded along with all the information / documents, mentioned in the commercial terms and conditions of the quotation.
4. Only those contractors who possess the following shall be eligible to participate in the quotation:
 - i) **Bidder should have a valid certificate** issued by NADCA (National Air Duct Cleaners Association) for undertaking works pertaining to Air Duct Cleaning etc.
 - ii) have minimum 5 years of experience in the field of undertaking similar **Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station, etc.** (works completed on or before August 31, 2021)

and

- iii) have executed successfully (**works completed on or after August 31, 2016**)
 - a) Three works each costing not less than the amount equal to 40% of the estimated cost
 - or
 - b) Two works each costing not less than the amount equal to 50% of the estimated cost
 - or
 - c) One work costing not less than the amount equal to 80% of the estimated cost

AND

- iv) Have a minimum yearly turnover of 100% of the Estimated cost (₹7.60 Lakh) during the last 3 years

AND

- v) **Banker's certificate of value not less than ₹7.60 lakh as per the proforma given [Annex-III](#) along with technical bid.**

AND

- vi) Bidder should have service support set up like required tool, office, qualified technical personnel etc. in Mumbai Metropolitan Region.

5. The following documents shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of Bid. These documents shall also be submitted to RBI before the prescribed date & time for submission of Bids. The following information in writing and submit relevant 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 details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two-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 center should also are given
c)	Turn over during the specified period	A certificate issued by the Chartered Accountant shall be submitted.



d)	Name(s) and address (es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc. of the contact executive (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 account	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
f)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost(s) of executed work(s) completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be furnished
g)	Valid license/Certificate	NADCA /competent authority shall be furnished

6. In the event of intending bidder's failure to satisfy the Bank; the Bank reserves the right to not allow him to participate in tendering process.
7. All the intending vendors are advised to study the quotation documents and may send their queries through email to ashutoshsingh@rbi.org.in / subhashpawar@rbi.org.in before on or before **11.10.2021** for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending vendors to provide the first feel of the work and site. The duly filled in quotation documents shall be uploaded on MSTC site till **14:00 PM on 25.10.2021. No further clarifications/queries will be entertained after date of sending queries.**
8. (a) Quotation forms can be downloaded for viewing from the website www.mstcecommerce.com w.e.f. 27.09.2021 from 11 A.M.
- (b) EMD of ₹15,200/- (Rupees Fifteen thousand two hundred only) in the form NEFT / DD from a scheduled Bank shall be submitted on or before the due date.
- (c) firms shall submit all the information and the documents as mentioned in Para 5 above After examination, if any of the bidder is not found to possess the required eligibility, their quotations will not be accepted by the Bank for further processing.



9. Part I of the quotations will be opened on-line at **4:00 PM on 25.10.2021**. Part-II (Price bid) shall be opened of the eligible bidders on a subsequent date which will be intimated to the eligible bidders in advance.
10. The applicant / firm have to submit/upload
 - a. Client's certificate as per format at [Annex-II](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
 - b. Banker's certificate as per format at [Annex-III](#) from their banker/bankers.

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

The Bank shall evaluate the said reports before processing the quotations and opening of price bid of the quotations. If any bidder 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 quotation. The Bank is not bound to assign any reason for doing so.

11. After scrutiny of the eligibility documents submitted by the bidders, the Bank shall finalize the list of qualified bidders and a panel of these qualified bidders shall be prepared which shall be valid for a period of three years. Bank at its discretion may invite quotations from this panel for other similar works during the validity of the panel.
12. Any amendments / corrigendum to the quotation, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.
13. All information submitted in response to this quotation shall be the property of Reserve Bank of India and it shall be free.
14. The Bank is not bound to accept the lowest quotation and reserves the right to accept either in full or in part any quotation. The Bank also reserves the right to reject all the quotations without assigning any reason there for.

**Chief General Manager,
Reserve Bank of India,
Premises Department,
Central Office
Mumbai**



SCHEDULE OF TENDER (SOT)

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10	Date & time of opening of Part –I of tender	16:00 hrs. of 25.10.2021
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Note: The firms shall pay the mandated transaction fee to MSTC payment gateway in favor of MSTC LIMITED



Important instructions for E-procurement

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

1	<p>Process of E-quotation:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-quotation).</p> <p><u>Contact person (RBI):</u></p> <ol style="list-style-type: none">1. Ashutosh Singh, AGM(Tech)- ashutoshsingh@rbi.org.in, Mobile- 088720041402. S.N.Katarnavare AM (tech) shubhashpawar@rbi.org.in Mobile-09890974053 <p><u>Contact person (MSTC Ltd):</u></p> <ol style="list-style-type: none">1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile- 099877584302. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 099906736983. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 228862684. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com5. Technical support staff – 022-22870471 <p>B) System Requirement:</p> <ol style="list-style-type: none">i) Windows 7 or above Operating Systemii) IE-7 and above Internet browser.iii) Signing type digital signatureiv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.
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	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. <input type="checkbox"/> Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbj. Quotations will be opened electronically on specified date and time as given in the Quotation.</p>
3	<p>All entries in the quotation should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular quotation from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-quotation without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about quotations /corrigendum uploaded shall be sent by email only during the process till finalization of quotation. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-quotation cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-quotation :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-quotation. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the quotation inviting authority.</p>



	<p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt. dept.→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-quotation process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-quotation floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-quotation process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the quotation in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the quotation document is acceptable. Submission of bid in the e-quotation floor by any vendor confirms his acceptance of terms & conditions for the quotation.</p>
8	Any order resulting from this quotation shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The quotation inviting authority has the right to cancel this e-quotation or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.



RESERVE BANK OF INDIA

**Premises Department
Mumbai**

E-Quotation for

Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai

PART I

Name of the Bidder _____

Address: _____

- Date of Pre-Bid - 11:30 hrs. on 12/10/2021
- Due date and time for Submission of quotation - upto 14:00 hrs. on 25/10/2021
- Date of opening of Part- I of quotation - at 16:00 hrs. on 25/10/2021
- Venue - Premises Department
5th floor, Central Office Building
Reserve Bank of India
Mumbai - 400 001

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DISCLAIMER

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

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

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, 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 matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



SECTION I
Form of Quotation

To,

The Chief General Manager
Reserve Bank of India,
Premises Department,
Central Office
Fort, Mumbai - 400001

Place:

Date:

Dear sir/Madam,

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

MEMORANDUM

(a)	Description of works	Cleaning of HVAC Duct System comprising supply Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. and Disinfection for Bank's Central Office Building at Mumbai
(b)	Estimated cost	₹7.60 Lakh
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹15,200/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of quotation.	Ten weeks

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



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

3. Should this Quotation be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Quotation and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the quotation 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 quotation either in full or in part without assigning any reason therefor.
5. The Quotation is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this ____ day of ____ 2021.

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

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

Witnesses

(1) Signature with
name, address and date _____

(2) Signature with
name, address and date _____



SECTION II

Articles of Agreement

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

WHEREAS the Employer is desirous to Cleaning and Disinfecting of HVAC Duct System comprising supply Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai and has caused drawings and specifications 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 (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS -

- 2.1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.
- 2.2 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.
- 2.3 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India 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.
- 2.4 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.



- 2.5 The drawings, agreement and documents mentioned herein shall form the basis of this Contract.
- 2.6 This Contract is deemed to be -
Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the quotation documents.
- 2.7 The Contractor shall afford every reasonable facility for carrying out of all works relating to minor civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.
- 2.8 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 2.9 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within **Ten weeks** subject nevertheless to the provisions for the extension of time.
- 2.10 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Mumbai.
- 2.11 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
- 2.12 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the 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 authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:
SIGNED AND DELIVERED by Reserve Bank of India, Mumbai

(Name and Designation)



In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party
is a
partnership
firm
or individual

SIGNED AND DELIVERED BY _____

In the

presence of -

Witness -

1. _____

Address _____

2. _____

Address _____



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 -
Witness –

1. _____

2. _____

If the Contractor Directors who have signed these signs under commonpresents in token thereof in the seal, the signature presence of - clause should tally with the sealing of association. 1. _____ clause in the articles 2. _____

If the Contract is DELIVERED BY - signed by the hand the Contractor by the hand of of power of attorney, Shri _____ whether a company or _____ an individual. and duly constituted attorney.



SECTION III

General Instructions To Tenderers and Special Conditions

3.0 Submission of Quotation

Online e-quotations are invited for the work Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building at Mumbai. The quotations shall be submitted in online manner at MSTC ecommerce site.

3.1 Only those contractors possessing the following shall be eligible to participate in the Tendering process.

- i) **Bidder should have a valid certificate** issued by NADCA (National Air Duct Cleaners Association) for undertaking works pertaining to Air Duct Cleaning etc.
- ii) have minimum 5 years of experience in the field of undertaking similar **Cleaning and disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. (works completed on or before August 31, 2021)**

and

- iii) have executed successfully **(works completed on or after August 31, 2016)**

- d) Three works each costing not less than the amount equal to 40% of the estimated cost

or

- e) Two works each costing not less than the amount equal to 50% of the estimated cost

or

- f) One work costing not less than the amount equal to 80% of the estimated cost

AND

- iv) Have a minimum yearly turnover of 100% of the Estimated cost (7.60 Lakh) during the last 3 years

AND

- v) **Banker's certificate of value not less than 7.60 lakh as per the pro forma given [Annex-III](#) along with technical bid.**

AND



vi) Bidder should have service support set up like required tool, office, qualified technical personnel etc. in **Mumbai Metropolitan Region**.

A Quotation submitted by a firm who is found to be not satisfying the above criteria will be rejected. All the firms intend to participate in the online quotation need to submit EMD before the last date of opening and a scanned copy must be uploaded on the website.

- 3.2** All the intending Bidders are advised to study the quotation documents and may send their queries through email to ashutoshsingh@rbi.org.in / snkatarnavare@rbi.org.in up to 15:00 hrs. or before 11/10/2021 for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending Bidders to provide the first feel of the work and site.
- 3.3** Quotations shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at **4:00 PM** and technical evaluation of the same will be done. Firms who are meeting all the eligibility criteria and technically qualified will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the Firm in advance.
- 3.4** The Reserve Bank of India reserves the right to accept or reject any or all the quotations, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the quotation of any firm. Bidders are requested to quote unit rates only and the amount will be calculated automatically by website.
- 3.5** The Bidders shall pay as Earnest Money a sum of ₹15,200/- (Rupees Fifteen Thousand two hundreds only) by NEFT or a demand draft in favor of Reserve Bank of India, Mumbai, drawn on a scheduled bank. The Earnest Money Deposit of the successful Bidder shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful Bidder shall be released to them without any interest after award of work. EMD shall be forfeited in the case of the Successful Bidder, if not attended /refused and fails to complete the work within the prescribed time limit.
- 3.6** The quotations shall be valid for a period of 90 days from the date of opening of Part I of the quotation.
- 3.7** The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The Bidders shall make their own arrangement for import of any part or components, if any, required for completion of the work. Bidders should have GST registration number. Bidders must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.



3.8 Part I – Technical & Commercial

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

- 3.8.1.1 Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled Bank in India.
 - 3.8.1.2 Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the quotation documents.
 - 3.8.1.3 List of deviations, if any, in commercial terms and conditions.
 - 3.8.1.4 List of deviation, if any, in technical specification.
 - 3.8.1.5 Any other technical information the Bidders wishes to furnish.
- 3.8.2 The Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting.
- 3.8.3 The Bidders are advised to submit the quotation based strictly on the General Conditions of the Contract and Technical Specifications contained in the quotation documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the quotation documents has any price implications, the same should be considered and included in the quoted price. Quotation containing deviations from the terms and conditions is liable to be rejected.
- 3.8.4 The Bidders shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.9 Scope of Work

3.9.1 The scope of work shall include the following.

- a) The access is cut into the supply plenum and the flexible duct from the 'Hi' Vacuum unit inlet is connected to the plenum with a quick-connect attachment collar. The vacuum is then turned on to create inflow within the supply duct work.
- b) Each branch is cleaned separately starting with the branch farthest from the Air Handling Unit, also known as the AHU. It is blasted with compressed air from the Air Compressor using a special air booster gun. This pushes any dirt or debris from the branch run.
- c) After dislodging the debris accumulated in the branch duct, it then cleans the main run. It also pulls the loosened debris backward towards the 'Hi' Vacuum unit, to be captured in its filtration / collection system.
- d) Once all the supply side of the system has been cleaned, the return duct system, if available, is then cleaned using the same method.
- e) All the grilles and diffusers are cleaned before re-installation.
- f) This cleaning equipment has an inspection system which consists of a video camera



and a portable colour TV monitor. With the help of this, we would be able to show you the conditions of your ducts before and after cleaning. The same can be recorded in a video cassette for the Bank records.

3.9.2 The Bidders should indicate in his quotation the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications

3.9.3 The Bidders shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9.4 Bidders shall supply all tools, plants, scaffolding, labour and consumables etc. as required for Cleaning and Disinfecting of HVAC Duct system.

3.9.5 The Bidders shall state clearly in his quotation the standard tools, spare parts which he will supply free of cost when installing the equipment's and handover same to be Bank after completion of the work.

3.10 Validity of Quotation

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

3.11 Lowest Quotation Not Necessarily to Be Accepted

3.11.1 The Bank is not bound to accept the lowest or any quotation or to assign any reason for non-acceptance.

3.11.2 The Bidders whose quotation is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of quotations, even though the Bank may elect to modify/withdraw the quotation

3.12 Earnest Money, Security Deposit

3.12.1 Intending Bidders shall pay as Earnest Money a sum of ₹15,200/- by NEFT/demand draft drawn on scheduled bank payable to Reserve Bank of India, Mumbai. Alternatively, the Bidders may also furnish an irrevocable Bank Guarantee issued by a scheduled bank for an equivalent amount towards EMD as per proforma enclosed. The Bank Guarantee shall be in a format given at [Annexure I](#) and shall remain un-discharged for such period as may be specified for keeping the quotation open. If the Bidders after submission of the quotation, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be enforced.

3.12.2 Quotation not accompanied by DD/ Bank Guarantee or NEFT details is liable to be rejected. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or Insurance guarantee or cheque.



- 3.12.3 Should the Invitation to Quotation be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.
- 3.12.4 Should the successful Bidders fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee toward EMD shall be suitably extended, if necessary, by the successful Bidders till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.
- 3.12.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.13 Terms of Payment

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

100 % payment of the quoted rate will be made after satisfactory completion of work and submission of necessary documents mentioned in the quotation.

3.14 Taxes

- 3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, service tax, Value Added Tax (VAT), GST etc. as imposed by Central/State Government/ Local Bodies. If the Bidders fails to include such taxes and duties in the quotation, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. **Workmen Compensation Policy for all workmen deployed at site**
2. **Third Party Liability Policy as per following details:**
 - a) **For injury to persons – ₹ 2.00 Lakh per person per accident.**
 - b) **For damage to property – ₹ 5.00 Lakh per accident.**
 - c) **Insurance pertaining to COVID-19 shall be obtained for all the persons of contractor working at site for the entire duration of the work.**

Subject to overall ceiling as per extant Insurance guidelines.



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

3.16 Completion Period

- 3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract.
- 3.16.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
- 3.16.3 Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.17 Signing of Contract Agreement

- 3.17.1 The General instructions to the Bidders and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the quotation documents, the subsequent correspondence exchanged between the Bank and the Bidders and the work order placed shall be the basis of the final contract to be entered into with the successful Bidders..
- 3.17.2 The Bidders shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the quotation documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 3.17.3 The quotation submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the quotation may be rejected.
- 3.17.4 On receipt of intimation from the Bank of the acceptance of his/their quotation, the successful Bidders shall be bound to implement the Contract and within fourteen days thereof, the successful Bidders shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a quotation in itself will constitute a binding agreement between the Reserve Bank of India and the person so quoting, whether such contract is or is not subsequently executed.



3.17.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.18 Language

The Quotation including all labels in drawings, documents, catalogues etc. shall be in English.

3.19 Right to Accept Part Quotation

The Bank reserves the right to accept the quotation either in whole or in part at the same prices quoted by the Bidders.

3.20 Evaluation of Quotation

Quotations will be evaluated on the basis of quoted cost of works as per the BOQ.

3.21 Drawings

Drawings of the areas, where HVAC duct need to be cleaned, is not available. Therefore, bidder must visit the site prior to quoting to ascertain themselves the nature & amount of work. Mere quoting on the basis of quotation will not be accepted/considered and their bid shall be summarily rejected.

3.22 Other Issues

3.22.1 The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.22.2 The Bidders must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a quotation and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.22.3 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each quotation should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be summed up in order to show the aggregate value of the entire quotation.



- 3.22.4 The rates quoted in the quotation shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- 3.22.5 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the quotation amount, subject to such variations as are provided for herein.
- 3.22.6 The successful Bidders is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- 3.22.7 The successful Bidders must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.
- 3.22.8 The successful Bidders shall provide the PPE (Personal Protective Equipment) for their staff entering in the Bank's Premises and shall ensure to follow all the Bank's instruction related to personal safety, use of PPE inside the Bank's Premises.

3.23 Exemption:

Contractor shall not be liable for failure to perform any of its obligation under or arising out of this contract, if such failure results from any force major act of God, firestorms, earthquakes, lightening, explosions, accidents, strikes, lockouts, industrial disputes, labour trouble. transportation embargo, mentioned or existence of any state emergency war, were like conditions, civil, commercial inability to obtain any material refusal of license or imposition of sanctions or measures taken by Government whatsoever which render it impossible or impracticable of contractor's liability to perform obligations under the contract.

3.24 Non – Disclosure clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the 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.

IN WITNESS WHEREOF the Employer and Contactor have set their respective hands to these presents and two duplicate hereof the day and the year first hereinabove written. We will maintain confidentiality regarding the operation of the Bank that comes to our notice during the period of AMC.

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

3.25 Safety Code

- 3.25.1** First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- 3.25.2** The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3.25.3** Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 3.25.4** No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 3.25.5** The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
- 3.25.6** Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 3.25.7** No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.



- 3.25.8** 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.
- 3.25.9** Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 3.25.10** No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 3.25.11** Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 3.25.12** Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- 3.25.13** The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

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

Signature of Bidders

Address

Date



Section IV - The Conditions Hereinafter Referred To

4.1 Interpretation Clause

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

(a)	"Employer"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	"Contractor" (in the case of a partnership)	"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 building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	"Banks Engineer"	The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day 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 of the Bank's Engineer with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or 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. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer



(f)	“Notice in writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	“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.
(h)	“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 Quotation any sum, either as a percentage or otherwise, then the net price of any item in the quotation shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Quotation as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the quotation. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(i)	“The works”	Shall mean cleaning of HVAC Duct System and sanitization.

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

4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the 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 19 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by



the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

4.3 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 quotation. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 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 there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.5 Authorities, Notices and Patents

- 4.5.1** 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.12 thereof.
- 4.5.2** 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.
- 4.5.3** 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.



4.6 Setting out of works

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

4.7 Materials and workmanship to conform 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.

4.8 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.

4.9 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.

4.10 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, 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 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/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.

4.11 Assignments and Sub-letting

4.11.1 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.

4.11.2 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 by the Employer, with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.12 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 16 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.

4.13 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quotation 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.



4.14 Measurement of Works

4.14.1 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.

4.14.2 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.

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

4.15 Prices for extra etc. ascertainment of

4.15.1 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 seven days, be deemed to have been given in writing

4.15.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 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.

4.15.2.1 (i) The net rates or prices in the original quotation 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.

4.15.2.2 The net prices of the original quotation 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.

4.15.2.3 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 quotation 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.

4.15.2.4 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 Bank's Employer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 21 hereof.

4.16 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.

4.17 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.

4.18 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.

4.19 Nominated Sub-Contractor

4.19.1 All Specialists, Merchants, Tradesman and others executing any work of supplying an 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.

4.19.2 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.

4.19.2.1 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.

4.19.2.2 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.

4.19.2.3 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.

4.20 Other persons employed by Employer

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

4.23 Insurance in respect of damage to person and property

The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

3. Workmen Compensation Policy for all workmen deployed at site

4. Third Party Liability Policy as per following details:

d) For injury to persons – ₹ 2.00 Lakh per person per accident.

e) For damage to property – ₹ 5.00 Lakh per accident.

f) Insurance pertaining to COVID-19 shall be obtained for all the persons of contractor working at site for the entire duration of the work.

Subject to overall ceiling as per extant Insurance guidelines.



4.24 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 being 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.

4.26. Damages for Non-completion

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 27 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.

4.27 Delay And Extension of Time

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

4.28 Failure by Contractor to comply with Employer’s instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further 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 or may be deducted by him from any moneys due to the Contractor.



4.29 Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of 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 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

- 4.29.1 has abandoned the Contract, or
- 4.29.2 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
- 4.29.3 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
- 4.29.4 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
- 4.29.5 has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract 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 premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his 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 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 twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain 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 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.

4.30 Termination of Contract by Contractor

4.30.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for onemonths 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.

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

4.31 Certificates and Payments

4.31.1 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor 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, after which time the instalments shall be upto the full value of work, subsequently so executed and fixed in the building. 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 entitled to the payment of the Final Balance 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 4. 20 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 been 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.

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

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

4.31.4 No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

4.31.5 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.

4.32 Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honoring 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.

4.33 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(a), 2(b), 4,7,12,19,27 (a,b,c,d,f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, 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 35 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.

4.34 Settlement of dispute by arbitration

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.



In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Mumbai, INDIA.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavor to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint



memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression “excepted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

4.35 Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of 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.

4.36 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.

4.37 Abandonment of Works

At any time after acceptance of the quotation, 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.

4.38 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.

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

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

4.40 Marginal Notes

The headings 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.



SECTION - V

(Appendix I) Check List

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from opening of quotation part-I	
2	EMD	₹15,200/-	
3	Terms of payment	As per clause No. 3.13	
4	Technical specifications	As per specifications in Part I of the quotation	
5	Completion period	10 weeks from 10th day of letter of award of work.	
6	Liquidated damages	0.25 % of the contract amount per week of delay subject to a maximum of 10% of the contract value.	
7	Insurance	As per clause No. 3.15	
8	Valid license/ Certificate	To confirm that bidder aware about the NADCA standard for duct cleaning & shall abide by the regulation while performing duct cleaning	
9	Site visit	To confirm that the bidder has seen HVAC system & all floors their ducting route and had ascertained the nature of site & surrounding, and all local condition and restriction likely to affect the execution of work.	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place
Date

Signature of Contractor

Name
Designation
Seal of the
firm



Section (VIII)

(5) Technical Specifications

5.0 Scope of Work

The work comprises for cleaning of HVAC duct system comprises cleaning and Disinfecting of supply air duct grills, dampers, cleaning of Fresh Air ducts at Sub-station etc., of all floors in Bank`s Central Office Building (COB). This has Ground plus 25 stories two basement and two service floors (26th and 27th floor). The area of each typical floor is approx... 7200 sq. ft. The cleaning and Disinfecting of HVAC Duct shall be carried at ground and others 23 floors and cleaning of Fresh Air ducts thoroughly to remove the entire dust accumulated inside the duct at Sub-Station situated at upper basement of Central Office Building(COB) at fort, Mumbai.

Internationally `Indoor Air Quality` in any centralized air-conditioning system has been a Matter of interest and concern to all. It is a well-known fact that after years of air- Conditioning use, fungus growth starts inside all corners and joints of the duct, which subsequently becomes a breeding ground for different types of bacteria, moulds. On top of this the deposit of dirt and dust in the duct becomes an invisible health Hazard. For a Healthier hygienic environment, this needs to be cleaned regularly.

The scope of work shall include the following:

1. The HVAC system of Central Office Building is more than 20 years old. The system was cleaned during the year 2020. proper care should be taken while cleaning these insulated ducts so that the insulation should not be damaged. The vendor should have proper brush with a long-compressed air pipe to reach up to all floors of COB.

2. The floors of COB are typical. Each floor has got dedicated AHU with ducting for air-conditioning of rooms/cabins & work stations in the all floors. The supply air duct travel in the side passage above the false ceiling & return air travels back to the AHU room through space left around the duct.

3. The HVAC system operates continuously & The contractor shall have to carry out work in continuance (day & night) and in scheduled manner. The work should be, preferably, carried out during weekend including Sundays so that there are minimum disturbances to end-users.
4. Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets as required for the work by the comply with applicable national safety codes and standards.
5. The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA). The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.
6. The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

7. HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork.
8. The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented. Damaged system components found during the inspection shall be documented and brought to the attention of the **Bank's Engineer**.
9. Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the work.
10. Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.
11. General HVAC System Cleaning Requirements
 - (A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.
 - (B) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with

Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

- (C) Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process.
- (D) Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.
- (E) Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.
- (F) Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.
 1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
 2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
 3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
 4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
 5. Openings must not compromise the structural integrity of the system.
 6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NADCA Standards.

7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
 8. Rigid fiberglass duct systems shall be resealed in accordance with NAIMA recommended practices
 9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the **Bank's Engineer** in project report documents.
- (G) Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process
- (H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.
- (I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:
1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
 2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
 3. Clean all coils and related components, including evaporator fins.
- (J) Duct Systems. Contractor shall:
1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
 2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

12. Health and Safety

- (A) Safety Standards: Cleaning contractors shall comply with applicable,

local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris: All Debris removed from the HVAC System shall be disposed of as per the instruction of Engineer-in Charge.

13. Mechanical Cleaning Methodology

(A) Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
2. All vacuum devices exhausting air inside the building/floor shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet- vacuums.
3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust

in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.

4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

(B) Cleaning of coils :- Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (see applicable NADCA Standards). Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

14. Cleanliness Verification

(A) General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system.

(B) Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the **Bank** reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

15. Sanitization:

All accessible surfaces & filters will be sanitized using patented waterless disinfectant.

Fogging with Rapid Air Jet fogging machine both inside room through duct in AHU fan

mode which does Air disinfection

16. Post-project Report

At the conclusion of the project, the Contractor shall provide a report to the **Bank`s Engineer.**

indicating the following:

1. Success of the cleaning project, as verified through visual inspection.
2. Areas of the system found to be damaged and/or in need of repair.

17. Applicable Standards and Publications: The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

- (A) National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems
- (B) National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems,"
- (C) National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services,"
- (D) National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems,"
- (E) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".
- (F) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible"

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 of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers, cleaning of Fresh Air ducts at Sub-station etc. for Bank's Central Office Building Mumbai" for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client
Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Actual date of Completion
6. Whether the contract was renewed
7. Detail of compensation levied for Delay or any other reason
(Indicate amount)
8. Gross amount of the work completed
and paid
9. Name and address of the authority
Under whom work executed
10. Whether the contractor employed
Qualified supervisor during execution of work?
11.

i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/Poor
ii) Amount of work paid on reduced rate, 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 Behaviour	Outstanding/Very Good/ Good/Satisfactory/Poor

Note : All Columns should be filled in properly

Reporting officer* with office Seal

*Countersigned

*Officer of the rank of executive engineer or equivalent

FORMAT OF BANKER'S 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 year (Year Wise).

2020 - 2021
2019 - 2020
2018 – 2019

4. Credit facility / Overdraft Facility enjoyed by the firm
4. Dealings
5. The period from which the firm has been banking with your bank.
6. Any other Remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for work estimated to cost ₹7.60 lakhs.

Seal & Signature
for the Bank

Note:

1. Banker's Certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Estate Office, MRO, Fort, Mumbai – 400001.
2. In case of Partnership firm, certificate should include name of all partners as recorded with the Bank.

Annexure – IV

[Scanned copy (in pdf format) of this Annexure duly filled, to be uploaded with quotation]
service set up of the firm

Details of Service Setup at Mumbai

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Mobile No of contact person	

1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Mumbai will be offered.
2. Please attach additional sheet wherever required.

Seal and Signature of the contractor

SECTION - IX
Unpriced Bill of Quantities

S. No	Description	Quantity	Unit
1	Charges for Cleaning and Disinfecting of Air Conditioning System comprising supply & return Air Duct, Grills, diffusers, Dampers, cleaning of Fresh Air ducts through inside at Sub-station etc. for Ground plus 22 floors, for Bank's Central Office Building at Fort, Mumbai as specified in the technical specification mentioned in part-I of the quotation and as per site requirement, as directed by the Bank's Engineer (Including all taxes)		
1.1	Upper basement- cleaning fresh air duct, to remove dust accumulated inside the duct situated at bank's Sub station.	1	Job
1.2	Ground Floor	1	Job
1.3	Third Floor	1	Job
1.4	5 th Floor to 25 th floor	21	Job
	Total		

Place:

Date:

Signature and seal of the Bidder

Name:

Address:

Email:

Phone:

Mobile no.:



RESERVE BANK OF INDIA

Premises Department

Mumbai

**E-Quotation
for**

**Cleaning and Disinfecting of HVAC Duct System comprising supply & return
Air Duct, Grills, diffusers etc. for Bank's Central Office Building at Mumbai**

PART II

Name of the Bidder _____

Address: _____

-
- Date of Pre-Bid - **11:30 hrs. on 12/10/2021**
- Due date and time for Submission of quotation - **upto 14:00 hrs. on 25/10/2021**
- Date of opening of Part- I of quotation - **at 16:00 hrs. on 25/10/2021**
- Venue - **Premises Department
5th floor, Central Office Building
Reserve Bank of India
Mumbai - 400 001**

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RESERVE BANK OF INDIA

Premises Department

Mumbai

Cleaning and Disinfecting of HVAC Duct System comprising supply & return Air Duct, Grills, diffusers etc. for Bank's Central Office Building at Mumbai

Schedule of Quantities

S. No	Description	Quantity	Unit	Rate	Amount
1	Charges for Cleaning and Disinfecting of Air Conditioning System comprising supply & return Air Duct, Grills, diffusers, Dampers, cleaning of Fresh Air ducts through inside at Sub-station etc. for Ground plus 22 floors, for Bank's Central Office Building at Fort, Mumbai as specified in the technical specification mentioned in part-I of the quotation and as per site requirement, as directed by the Bank's Engineer (Including all taxes)				
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1.2	Ground Floor	1	Job		
1.3	Third Floor	1	Job		
1.4	5 th Floor to 25 th floor	21	Job		
	Total				

PLACE :

DATE:

Signature and seal of the Bidder

Name:

Address:

Email:

Phone:

Mobile no.: