



Notice Inviting Tender

Reserve Bank of India, Hyderabad invites e-Tender through MSTC for Supply, Installation, Testing and Commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad. The e-Tender along with the detailed tender notice is also available at the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>) under the menu "Tenders".

2. All interested and eligible companies/firms (OEMs/ Authorised dealers / Integrators) must register themselves with MSTC through the above-mentioned website to participate in the tendering process.

3. The schedule of e-Tender is as follows:

e-Tender No.	RBI/Hyderabad/Estate/260/22-23/ET/388
Description of Work	Supply, Installation, Testing and Commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad
Mode of Tender	e-Tender Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprochome/rbi
Estimated Cost	₹38 Lakh (Rupees thirty-eight lakh only)
Date of NIT (Notice Inviting Tender) available to parties for download	12:00 Hrs. of November 04, 2022 onwards.
Pre-Bid Meeting (Offline)	11:00 Hrs. of November 11, 2022 (Venue: Reserve Bank of India, Estate Department, 1st Floor, Secretariat Road, Saifabad, Hyderabad - 500004). Note: The participants are required to confirm their participation one day before on email ids estatehyderabad@rbi.org.in , mukeshmeshram@rbi.org.in and aterdal@rbi.org.in to make the necessary arrangements.
Earnest Money Deposit (EMD)	₹76,000/- (Rupees Seventy-Six thousand only) from all the bidders in the form of NEFT/ Demand Draft/an irrevocable Bank Guarantee (BG) in Bank's format as in Annex-II in favour of Reserve Bank of India, Hyderabad before 02:00 PM of November 25, 2022. <u>Details for NEFT</u> IFSC Code – RBIS0NEFTHY (0 is zero) A/c number – 8614038 Beneficiary Name: Reserve Bank of India, Hyderabad Your Firm's Name Remarks: SITC of 4 nos. 16.5 TR (minimum) Ductable

	<p>AC for CVPS</p> <p>Participants are required to submit the details of EMD made by them via e-mails to estatehyderabad@rbi.org.in, mukeshmeshram@rbi.org.in and aterdal@rbi.org.in</p> <p><u>Bank Guarantee/ DD</u> needs to be submitted in person to Estate Dept. Reserve Bank of India, Estate Department, Main Office Building, Hyderabad.</p>
Last Date of submission of EMD	14:00 Hrs. on November 25, 2022
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	12:00 Hrs. of November 04, 2022
Date of closing of online e-tender for submission of techno-commercial bid & price bid	14:00 Hrs. of November 25, 2022
Date of opening of Part-I (techno-commercial bid)	15:00 Hrs. of November 25, 2022
Date of opening of Part-II (price bid)	Shall be decided on scrutiny of Part I and shall be intimated to the eligible bidders.

4. Eligibility Criteria:

Only those OEMs/System Integrators / authorized dealers who have minimum 5 years' experience (Work order / Work completion certificate after June 2017 to be furnished) in the field of undertaking similar works viz supply, installation, testing and commissioning of ductable air-conditioners and allied works for the office buildings/commercial premises/industrial houses and during last 5 years have executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40% of Rs 38.00 Lakh
Or
- (b) Two works each costing not less than 50% of Rs 38.00 Lakh
Or
- (c) One work costing not less than 80% of Rs 38.00 Lakh
and
- (d) Have a minimum yearly turnover of 100% of the Rs 38.00 Lakh during the last 3 years
and
- (e) Have a full-fledged service set up in Hyderabad/Secunderabad for rendering after sales service during warranty and AMC.

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated**.

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of Annexure 'A'

- c) Completion certificate obtained from the clients in prescribed format as per annexure 'B' for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per Annexure 'C'
- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of Annexure 'D'
- h) Undertaking for no technical deviations – As per Annexure 'E'
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per Annexure 'F'
- k) Copy of Power of Attorney as per Annexure 'G'
- l) Technical details of proposed system
- m) Any other information relevant to the proposed work
- n) Duly filled and Signed NEFT Mandate form as per Annexure 'K'
- o) Duly filled and signed complaint escalation matrix – Annexure 'L'

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

5. Only tenderers who qualify as above will be eligible. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

6. The tender shall be opened in the presence of the authorised representatives of the tenderers who choose to be present at the time and place of opening of the tenders.

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

8. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.

9. Any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

The Regional Director
Reserve Bank of India
Hyderabad



**Reserve Bank of India
Estate Department
Hyderabad**

Tenders for Supply, Installation, Testing and Commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

RBI/Hyderabad/Estate/260/22-23/ET/388

Part-I

(Technical & Commercial)

Name of the Tenderer: _____

Address: _____

Date of Notice for Inviting Quotation : November 04, 2022 from 12:00 hrs
Date of Starting Quotation Submission : November 04, 2022 from 12:00 hrs
Date of Pre-Bid Meeting (offline) : November 11, 2022 at 11:00 hrs
Date of Closing Quotation for submission: November 25, 2022 at 14:00 hrs
Date & time of opening of Quotation : November 25, 2022 at 15:00 hrs

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Important information

a. E-tender No.	RBI/Hyderabad/Estate/260/22-23/ET/388
b. Name of work	Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi) - Guidelines for e-tender has been provided as Annexure - I .
d. Date of NIT available to parties to download	12:00 Hrs. of November 04, 2022
e. Earnest Money Deposit	₹76,000/- from each bidder
f. Last date of submission of EMD.	14:00 Hrs. of November 25, 2022
g. Pre-Bid Meeting	Offline at Estate Department, First Floor, Reserve Bank of India, Hyderabad. 11:00 Hrs. on November 11,2022
h. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	12:00 Hrs. on November 04, 2022
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 Hrs. on November 25, 2022
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs. on November 25, 2022 . Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the eligible bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Annexure – I

Guidelines for e-Procurement

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

Process of e-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / her / their bids electronically. Electronic Bidding for submission of the e-tender will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The tender must be submitted on-line through www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

Contact Persons (RBI - During Office Hours only):

1. Smt. Amruta Terdal, AM, Estate Department, 040-23267113
2. Shri Mukesh Meshram, AM, Estate Department, 9702841939
3. Shri Rajiv Gupta, AGM, Estate Department, 9411112672

Contact Persons (MSTC Ltd – During Office Hours only):

1. Renu Purushottam, Branch Manager – rpurushottam@mstcindia.co.in – Mobile: 08884406412
2. Suraiya R Shaik, Dy. Manager – srshaik@mstcindia.co.in Mobile- 7406047869
3. B Teja, JCA- bteja@mstcindia.co.in Mobile- 06281048513
4. Krishna Kanth, Technical Analyst- krishna366377@mstcindia.co.in Ph- 8333036366
5. Raksekhar, DEO, rajmstc@mstcindia.co.in Ph-8464073640
6. Dhananjay, dkumar@mstcindia.co.in Ph. 9650554645

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

B) System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security
- => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

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”.

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)

The tender shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

All entries in the tender should be entered online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

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

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID 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).

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

- a) **Earnest Money Deposit** for a sum of **Rs.76,000/- (Rupees Seventy-Six Thousand only)** shall be remitted to Bank Account of Reserve Bank of India on or before 14:00 Hrs. of November 25, 2022. “EMD – SITC of 4 nos. 16.5 TR (minimum) Ductable AC for CVPS” shall be given as remarks while remitting EMD.

The account details for NEFT transactions are as follows.

IFSC Code – RBIS0NEFTHY (0 is zero)

A/c number – 8614038

Beneficiary Name: Reserve Bank of India, Hyderabad

The successful bidder shall send the proof of remittance with transaction number (scanned copy) to estatehyderabad@rbi.org.in.

EMD can also be submitted in the form of Bank Guarantee (As per the Proforma attached as [Annexure H](#)).

- a) The process involves Electronic Bidding for submission of Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

- 1) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

Tenderers are advised to attend the pre-bid meeting and discuss the deviations, if any is to be proposed and understand the Bank's requirement. No deviation of the terms and conditions of the tender document is acceptable after opening of tenders. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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.

Vendors are requested to quote rates should be inclusive of GST.

Important Note

The rates are to be quoted Online. In the online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in Part-II of the tender document. For execution and rate purpose, the details given in in Part-II of the tender document will be implemented.

अनुबंध-1
ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश

बोलीकर्ताओं से अनुरोध किया जाता है कि ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा की शर्त को पढ़ लें।

ई-निविदा की प्रक्रिया:

A) पंजीकरण: एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही, वेंडर अपनी बोली इलेक्ट्रॉनिकली प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। वेंडर के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए एमएसटीसी उत्तरदाई नहीं है। (बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।)

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली को www.mstcecommerce.com/eprochome/rbi में ही प्रस्तुत करें।

1) वेंडरों को निम्न पर अपना पंजीकरण कराना आवश्यक है। www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2) पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जनित मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/एमएसटीसी से संपर्क कर सकते हैं, (ई-निविदा के निर्धारित समय से पहले)

संपर्क व्यक्ति (आरबीआई – कार्य समय के दौरान ही)

1. श्रीमती अमृता तेरदल, स. प्र, संपदा विभाग, 040-23267113
2. श्री मुकेश मेश्राम, स. प्र, संपदा विभाग, 9702841939
3. श्री राजीव गुप्ता, स. म. प्र, संपदा विभाग, 9411112672

संपर्क व्यक्ति (एमएसटीसी लिमिटेड- कार्य समय के दौरान)

1. रेणु पुरुषोत्तम, शाखा प्रबंधक - rpurushottam@mstcindia.co.in - मोबाइल: 08884406412
2. सुरैया आर शेख, उप. मैनेजर- srshaik@mstcindia.co.in मोबाइल- 7406047869
3. बी तेजा, जेसीए- bteja@mstcindia.co.in मोबाइल- 06281048513
4. कृष्णा कंठ, तकनीकी विश्लेषक- Krishna366377@mstcindia.co.in दूरभाष- 8333036366
5. रक्षेखर, डीईओ, rajmstc@mstcindia.co.in दूरभाष-8464073640
6. धनंजय, dkumar@mstcindia.co.in दूरभाष 9650554645

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

B) सिस्टम आवश्यकताएं:

- i) विंडोज़ 7 या उससे ऊपर का ओपरेटिंग सिस्टम
- ii) आईई-7 और उससे ऊपर का इंटरनेट ब्राउजर
- iii) साइनिंग टाइप का डिजिटल हस्ताक्षर
- iv) सिस्टम में नवीनतम अद्यतन किया गया JRE 8 (x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए।

साइनर बॉक्स में DSC के प्रकटीकरण के लिए "Protected Mode" को डिस्बल करने के लिए निम्नलिखित सेटिंग्स करें -

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

अन्य सेटिंग्स:

- Tools => Internet Options => General => Click on Settings under "browsing history / Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

सभी active X controls और 'use pop up blocker' को डिसेबल करने के लिए Tools Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

तकनीकी-वाणिज्यिक बोली और मूल्य बोली www.mstcecommerce.com/eprochome/rbi पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं विनिर्दिष्ट तारीख और समय पर इलक्ट्रोनिकली ही खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी एवं वाणीज्यिक फॉर्मेट में की जानी चाहिए।

लेन-देन शुल्क संबंधित विशेष नोट:

वेंडर लॉगिन में "My Menu" लिंक के तहत दिए गए "Transaction Fee Payment" द्वारा वेंडर लेन-देन शुल्क का भुगतान करेंगे। वेंडर को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। वेंडर को या तो एनईएफटी अथवा नेट बैंकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी। एनईएफटी का चयन करने पर वेंडर द्वारा फार्म भरे जाने पर एक चालान जनित होगा। वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेंमेंट चुनने पर निविदाकर्ता को अपने डेबिट/क्रेडिट कार्ड/नेट बैंकिंग से भुगतान करने के प्रावधान उपलब्ध होंगे। एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और वेंडर को सिस्टम जनित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। वेंडर लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन निविदा एक्सेस नहीं कर पाएगा।

ध्यान दें

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं /शुद्धिपत्रों के बारे में जानकारी केवल ईमेल द्वारा भेजी जाएगी। इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरों से यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

बयाना राशि के लिए **₹76,000/-** की भारतीय रिज़र्व बैंक के बैंक खाते में **25 नवंबर, 2022 को 14.00 बजे** या उससे पहले प्रेषित किया जाएगा। एनईएफटी / आरटीजीएस लेनदेन के लिए खाता विवरण निम्नानुसार हैं- "सीवीपीएस के लिए 4 यूनिट 16.5 टीआर (न्यूनतम) डक्टेबल एसी का एसआईटीसी"

एनईएफटी के लिए विवरण

IFSC कोड - RBISONEFTHY (0 शून्य है)

खाता संख्या - 8614038

लाभार्थी का नाम: भारतीय रिज़र्व बैंक, हैदराबाद

लेनदेन संख्या (स्कैन की गई प्रति) के साथ प्रेषण का साक्ष्य संलग्न /अपलोड किया जाए।

बोलीकर्ताओं को लेन-देन संख्या (स्कैन प्रति) का साक्ष्य estatehyderabad@rbi.org.in पर भी भेजने के लिए सूचित किया जाता है।

बैंक गारंटी (अनुबंध II में संलग्नित प्रोफार्म के अनुसार) के रूप में भी ईएमडी को संपदा विभाग, भारतीय रिज़र्व बैंक, Hyderabad- 500 004 को प्रस्तुत किया जाएगा। ऐसी ईएमडी के बिना प्रस्तुत निविदा पर विचार नहीं किया जाएगा।

ईएमडी पर ब्याज का भुगतान नहीं किया जाएगा। असफल वेंडरों की ईएमडी को निविदा आमंत्रित अधिकारी द्वारा यथासमय वापस कर दिया जाएगा।

इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।

वेंडर जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट www.mstcecommerce.com → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

वेंडरों के पास रनिंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तों / वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे तकनीकी बोली पर क्लिक करें। यदि यह जावा एप्लीकेशन काम नहीं कर रहा है तो वेंडर अपनी तकनीकी बोली को सेव / प्रस्तुत नहीं कर पाएंगे।

तकनीकी बोली भरने के बाद, वेंडरों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार वाणिज्यिक बोली लिंक एक्टिव हो जाती है और विवरण भर दिया जाता है तो वेंडरों को वाणिज्यिक बोली को

रिकार्ड करने के लिए "सेव" पर क्लिक करना होगा। तकनीकी बोली और वाणिज्यिक बोली दोनों को सेव करने के बाद, वेंडरों को बोलियां पंजीकृत करने के लिए "फाइनल सबमिशन" बटन पर क्लिक करना होगा।

निविदा के भाग 1 (तकनीकी-वाणिज्यिक बोली) के दस्तावेजों को जहां विवरण भरे और हस्ताक्षरित किए जाते हैं, अपलोडेड निविदा दस्तावेजों, विवरण भरे, हस्ताक्षरित और अपलोड किए गए, से डाउनलोड किए जा सकते हैं। वेंडरों को दस्तावेजों को अपलोड करने के लिए Attach Doc button का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।

सभी मामलों में, वेंडरों को अपनी बोलियां जमा करने के समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।

संपूर्ण ई-निविदा प्रक्रिया के दौरान, निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।

ई-निविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अवधि के लिए खुला रहेगा।

ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उन वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसकी स्वीकृति खरीदार और वेंडर के बीच आपूर्ति के निष्पादन के लिए बाध्यकारी निविदा तैयार करेगी। सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इन्हें स्वीकार नहीं किया जाएगा।

खरीदार के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।

निविदा के भाग 1 के खोले जाने के बाद निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा फ्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

वेंडरों से अनुरोध है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ www.mstcecommerce.com/eprochome में वीडियो देखें।

विक्रेताओं से अनुरोध है कि दरों को जीएसटी सहित उद्धृत किया जाना चाहिए

महत्वपूर्ण लेख

दरों को ऑनलाइन उद्धृत किया जाना है। ऑनलाइन मूल्य बोली में शब्दों की संख्या 1000 वर्णों की सीमा के कारण, पूर्ण विवरण को समायोजित नहीं किया जा सका है और संक्षिप्त विवरण दिया गया है। ऑनलाइन दरें उद्धृत करने से पहले सभी ठेकेदारों को निविदा दस्तावेज के भाग-II में दिए गए प्रत्येक आइटम का पूरा विवरण पढ़ना चाहिए। निष्पादन एवं दर प्रयोजन हेतु निविदा दस्तावेज के भाग-II में दिये गये विवरण को क्रियान्वित किया जायेगा।

निविदा फार्म/ Form of Tender

क्षेत्रीय निदेशक/ The Regional Director
भारतीय रिज़र्व बैंक/ Reserve Bank of India
संपदा विभाग, / Estate Department, Hyderabad

महोदय/ Dear Sir,

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

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

ज्ञापन /MEMORANDUM

(a)	कार्य का विवरण /Description of works	Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad
(b)	अनुमानित लागत(रु)Estimated cost	38.00 Lakh
(c)	बयाना / Earnest money deposit	Rs 76,000/- from all bidders
(d)	भुगतान का प्रकार/ Mode of payment	व्यावसायिक शर्तों की मद संख्या 20 के अनुसार As per item no.20 of commercial conditions.
(e)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश के 10 वें दिन से 04 महीने 04 months from 10 th day of work order.

(f)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- 45 दिन Final Bill- 45 days
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मैं / हम सहमत हैं: I / We agree to:

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

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

मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। हमने रु -/76,000 की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹76,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

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

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

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

(i) _____

(ii) _____

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm _____

Authorized to sign

या OR

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

Name of person having Power of Attorney _____

to sign the contract

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

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

भवदीय Yours faithfully,

(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

(1) _____

(हस्ताक्षर Signature)

पता Address

(2) _____

(हस्ताक्षर Signature)

पता Address

करार की शर्तें / Articles of Agreement

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

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

जबकि नियोक्ता बैंक के मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, चेन्नै में सीवीपीएस कक्ष 1 के लिए डी.एक्स आउटडोर यूनिट युक्त 16 टीआर एएचयू की आपूर्ति, संस्थापन, परीक्षण और चालू करने कार्य को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of "Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad" and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

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

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

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

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

एतद् द्वारा अब निम्नानुसार सहमति हुई है / NOW IT IS HEREBY AGREED AS FOLLOWS:-

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

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

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

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

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

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

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

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

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

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

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

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

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

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

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

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

9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि वह हमारे प्रबंधक(तक.) के साथ परामर्श करके तुरंत ही कार्य शुरू करेगा। कार्य पूरा करने के लिए अनुमेय समय कार्य आदेश जारी करने की 10 वें दिन से 04 महीने है। निर्धारित समय अवधि में कार्य पूरा नहीं किए जाने की स्थिति में कार्य के वास्तविक मूल्य के @0.25 % दर से प्रति सप्ताह परिसमापन क्षति के रूप में लगाया जाएगा और इसकी अधिकतम सीमा संविदा मूल्य का 10% होगी।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work immediately in consultation with our Asst. Manager/ Manager (Tech)/ Asst. General Manager (Tech). The time allowed for completion of the work is 04 months which shall be reckoned from the tenth day of issue of work order failing which liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।
All payments by the Employer under this Contract will be made only at Hyderabad.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।
All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Hyderabad and only Courts in Hyderabad shall have jurisdiction to determine the same.

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

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

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

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

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

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

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

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

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

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

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

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

The contractor/ agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank,

the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/ Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

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

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

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

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

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

23. ठेकेदार भारतीय रिज़र्व बैंक को निम्नलिखित के विरुद्ध क्षतिपूर्ति करेगा और क्षतिपूर्ति करता रहेगा:

i) कार्य के निष्पादन के दौरान/के दौरान तीसरे पक्ष के नुकसान/जीवन या संपत्ति की क्षति से उत्पन्न कोई भी दावा।

ii) कार्य के निष्पादन के दौरान ठेकेदार द्वारा लगाए गए कामगारों के नुकसान/क्षति से उत्पन्न होने वाला कोई भी दावा।

iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न करने के कारण कोई दावा।

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

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

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

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

24. संविदाकार कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर (अर्थात कामगार क्षतिपूर्ति पॉलिसी, तीसरी पार्टी देयता आदि) अपनी लागत पर लेगा।

The contractor shall take necessary insurance covers (i.e., Contractor All Risk Policy, Workmen Compensation Policy, Third Party Liability etc. as applicable) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

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

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

मैं/हम घोषणा करते हैं कि मैंने/हमने संविदाकार के लिए उपर्युक्त अनुदेशों को पढ़ लिया है।

I/We hereby declare that I/We have read and understood the above instructions to the contractors.

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

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

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

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

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।
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यदि संविदाकार एक कंपनी है तो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।
हस्ताक्षर खंड		
भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द श्री ----- (नाम एवं पदनाम)		
इनकी उपस्थिति में हस्ताक्षर किए गए		
1. पता		
2. पता		
साक्षी		
नाम		
इनकी उपस्थिति में हस्ताक्षर किए गए 1. पता		यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

2. पता		
		यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।
साक्षी		
निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर ----- की कॉमन मुहर लगाई गई है।		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
निम्न की उपस्थिति में		
(1)		
(2)		
निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।		
(1)		
(2)		
विधिवत गठित अटॉर्नी एवं श्री द्वारा हस्ताक्षरित एवं सुर्पुद		

Signature Clause

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

Shri

(Name and designation)

.....

..... in the presence of

(1)

.....

.....

(Witnesses)

(2).....

.....

.....

(Witnesses)

<p>SIGNED AND DELIVERED BY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>1)</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>2)</p> <p>Address</p> <p>.....</p> <p>.....</p>	<p>If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p> <p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
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.....

(Witnesses)

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

By its Board of Directors at the meeting held on

.....

.....

.....

In the presence of

(1)

.....

(2)

.....

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

.....

.....

SIGNED AND DELIVERED BY the Contractor by the hand Of

Shri

and duly constituted attorney.

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

व्यावसायिक शर्तें /Commercial Conditions

E-tenders are invited from OEMs/authorized dealers/integrators for the work of Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

1. E-tenders comprising duly filled in details of both Part I and Part II(computerized) of the tender should be uploaded in MSTC website under RBI portal **not later than 15:00 Hrs of on November 25, 2022.**

Only those OEMs/ contractors / System Integrators / authorized dealers who have minimum 5 years' experience (Work order / Work completion certificate after June 2017 to be furnished) in the field of undertaking similar works viz supply, installation, testing and commissioning of ductable air-conditioners and allied works for the office buildings/commercial premises/industrial houses and during last 5 years have executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40% of Rs 38.00 Lakh
Or
- (b) Two works each costing not less than 50% of Rs 38.00 Lakh
Or
- (c) One work costing not less than 80% of Rs 38.00 Lakh
and
- (d) Have a minimum yearly turnover of 100% of the Rs 38.00 Lakh during the last 3 years
and
- (e) Have a full-fledged service set up in Hyderabad/Secunderabad for rendering after sales service during warranty and AMC.

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated.**

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of [Annexure 'A'](#)
- c) Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per [Annexure 'C'](#)
- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of [Annexure 'D'](#)
- h) Undertaking for no technical deviations – As per [Annexure 'E'](#)
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per [Annexure 'F'](#)
- k) Copy of Power of Attorney as per [Annexure 'G'](#)
- l) Technical details of proposed system
- m) Any other information relevant to the proposed work

- n) Duly filled and Signed NEFT Mandate form as per [Annexure 'K'](#)
- o) Duly filled and signed complaint escalation matrix – [Annexure 'L'](#)

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

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

2. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs on November 11, 2022** at Estate department, First floor, Reserve Bank main office, Hyderabad to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender in RBI website. Bidders are advised to see the corrigendum if any before submitting their bids. Further correspondence relating to the tender in all respects would be uploaded in RBI website
3. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
4. A tender submitted by a firm who is found to be not submitting the above details will be rejected.
5. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II(computerized/to be filled online) containing prices only latest by **14:00 Hrs on November 25, 2022**. Part I will be opened at **15:00 Hrs on November 25, 2022**. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
6. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
7. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 14:00 Hrs on **November 25, 2022**.

8. **Earnest Money Deposit** for a sum of **Rs. 76,000/- (Rupees seventy six thousand only)** shall be remitted to Bank Account of Reserve Bank of India on or before 14:00 Hrs. of November 25, 2022. “EMD – SITC of 4 nos. 16.5 TR (minimum) Ductable AC for CVPS” shall be given as remarks while remitting EMD. The account details for NEFT transactions are as follows.

IFSC Code – RBIS0NEFTHY (0 is zero)

A/c Number – 8614038

Beneficiary Name: Reserve Bank of India, Hyderabad

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatehyderabad@rbi.org.in.

EMD can also be submitted in the form of Bank Guarantee ([Annexure H](#)) at Estate Department, Reserve Bank of India, Hyderabad - 500004. A tender which is not accompanied by such EMD shall not be considered.

No interest will be paid on EMD. The Earnest Money Deposit(EMD) of unsuccessful tenderer shall be released to them without any interest after award of work. EMD of successful tenderer shall be released after satisfactory completion of the work.

9. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
10. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers 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.
11. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 04 Months from the 10th day of date of issue of work order.
12. **Damages for non-completion** : If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the cost of work executed, per week for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.
13. The tenderers shall indicate details of the service center at Hyderabad/Secunderabad, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

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

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the unit at an interval of 15 days or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

15. Comprehensive Annual maintenance (CAMC) contracts: The contractor/system integrator shall furnish an undertaking that they will provide spares and support and maintain the system satisfactorily for a minimum period of 7 years from the date of expiry of the Defect Liability Period (DLP). **After one year of DLP, the contract rate shall be renewed annually based on the formula given in clause 18 in this part of tender. The charges for comprehensive annual maintenance contract shall include replacement of any part of the system, including all required spares, consumables, compressor etc. during the contract period.** Any defects in the system/sub-assemblies, found during the CAMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the unit at an interval of one month or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

Scope of work under AMC shall broadly cover the following:

- a) Maintenance Services shall consist of **comprehensive maintenance** of various types of Air conditioning equipments/ machines. Cost of any spare parts including the consumables required and labour charges are included in the scope of maintenance contract.
- b) For attending preventive and breakdown call, contractor shall depute the trained professionals in the field of the said work directly employed by them and work will be supervised by Bank's Officials. For attending the breakdown calls after the office hours or on holidays, the contractor shall arrange to rectify the defects within two hours after registering the complaint through e-mail or telephone. Technicians have to do periodical checking of proper working of ACs.
- c) All necessary tools, measuring electronic equipments, waste cotton, oil, grease, spare parts and approved refrigerant gas etc. (as per the requirement) shall be supplied by the contractor within the quoted rates.
- d) The contractor shall keep all the equipments/machine clean, tidy and in effective working conditions.
- e) At the time of servicing, if any defects or deficiency is found in the equipments/machines, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken.

- f) The Comprehensive AMC charges is all-inclusive type and covers the servicing charges and replacement of faulty part(s) including their compressors, if found faulty. Cleaning the supply and return grills/diffusers is also part of the AMC.

Servicing of equipments / machines

All the AC units shall be periodically serviced at an interval of one month and as per the schedule of preventive maintenance recommended by Original Equipment Manufacturer (OEM). The periodical servicing shall include, but not limited to, the following:

- ✚ Checking motor bushing /bearing, replacement of motor bearings whenever necessary
- ✚ Checking connection at the main plug
- ✚ Checking of blower, condenser, fan, air filter, evaporator, condenser coils of equipments.
- ✚ Oiling of motor
- ✚ Checking cooling efficiency
- ✚ Checking of abnormal noise due to bearing failure or alike.
- ✚ Topping up of the refrigerant gas as and when required during the maintenance contract.
All the electrical parts shall be checked, and electrical connections tightened including free replacement of all electrical spares.
- ✚ Other maintenance activities recommended by the manufacturers and as required at site.
- ✚ Whenever the units or its components are taken out for repairs or **for overhauling, standby units or its components shall be provided free of cost**. The contract also includes necessary replacement of parts except the following:
 - Replacement of sheet metal parts, front panel, grill outer wrapper /casing, control knobs and painting of any kind and
 - Replacement of Condenser coil / Evaporating coil deterioration due to site atmospheric corrosion.
- ✚ In addition to the routine service, the contractor shall also attend to **breakdown calls immediately and maximum within two hours** as and when required and as reported telephonically/ in writing/ through mail. In the event of the contractor not attending to breakdown service and putting back the unit to working order within a period of 24 hours from the date of lodging complaint, a penalty of Rs. **500/- per day per machine delay will be charged as per the clause 17**. More than two hours response time for attending the breakdown calls and the quality of service during the currency of the contract shall be monitored and noted seriously while renewing the contract.

- 16.** The tenderers shall quote their charges for the above comprehensive maintenance contract of the entire system which will be applicable after the expiry of the warranty

period/DLP, the contract amount shall be paid on quarterly basis on rendering satisfactory service. This maintenance contract shall be renewed annually. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	2 hours	₹200/- per Hour per machine
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	₹500/- per day per machine

17. The Comprehensive Annual Maintenance Contract (CAMC) shall be renewed for an additional period of at least 6 years after the initial comprehensive annual maintenance contract(CAMC) period of one year after one year of warranty(DLP). While renewing the contract the new contract amount will be arrived at based on following formula.

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

Tenders will be evaluated based on Net Owning Cost of the system comprising of the capital cost of the system (A) and taking into account the effect of rates quoted for comprehensive annual maintenance contract service charges (AMC) for a period of 7 years after the expiry of one-year defect liability period and rebate for old system.

Net owning cost shall be the Total Capital cost of system (A) minus the buyback amount quoted for old ACs(B) plus the NPV of comprehensive annual maintenance contract charges for the period of 7 years after one-year DLP.

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

Net Owning cost of the system = Capital Cost (A) – Rebate offered under buyback for old AC units (B) + (AMC charges (F) x MF)

(MF is the NPV factor for 8 years (1-year DLP + 7 years AMC) = 5.6868)

18. Committed period of Comprehensive Annual maintenance contracts (CAMC): The contractor shall furnish an undertaking that after one year of the warranty period cum Inspection service, they will continue to give support of maintenance and spares for another 7 years.

19. Testing of Units/Pre-dispatch inspection:

All the equipments of Air-conditioning shall be tested in the factory to ascertain the compliance of offered specifications. The firm should inform the Bank 10 days in advance about the readiness of units for inspection at their factory.

20. Terms of Payment:

The following terms of payment, subject to statutory deductions, will apply to the contract:

(a) 60% of the quoted rate on pro-rata basis against delivery of all materials at site and submission of the following documents subject to all statutory deductions:

i) Original Equipment Manufacturer's Test Certificates

ii) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, testing and commissioning of the system have been delivered at site and in case of any other requirement pertaining to successful installation, testing and commissioning contractor shall supply them without any cost.

iii) Policies of insurance as per tender conditions

(b) 40% of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank and on submission of bank guarantee as per clause 22 of this part of tender.

21. Performance Bank Guarantee (BG): - The estimated life cycle of the AC system is 8 years. Hence, the initial PBG amounting to 10% of the contract amount shall initially, remain valid for 4 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh PBG amounting 50% of the original PBG amount (i.e. 5 % of the contract amount) **four weeks prior to the expiry of initial BG** and shall be valid for next four years. If the contractor fails to submit a fresh PBG within the time limit, RBI Hyderabad reserves the rights to invoke the earlier BG.

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

a) Storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.

- b) Workmen compensation policy.
 - c) Third party liability policy with the limits as under.
 - I. Rs.10,00,000/- per annum
 - II. Rs.2,00,000/- per occurrence
- 23.** The payment for the system will be made by the office at which the AC unit is supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said AC unit has been installed.
- 24. The contractors shall upload all technical details of the system along with the tender.**
- 25. Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over the system without any charge to the Bank.
- 26. Preference to make in India**
- (a)** Compliance to the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India and its subsequent revisions shall be a part of tender requirement for this work.
- In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure-M](#).
- If this Undertaking / Declaration / Certificate submitted by the bidder found to be false, his/her tender / work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.
- (b)** Participating bidder will be considered for purchase preference under Public procurement (Preference to make in India) PPP-MII order 2017 Revised – Government of India, subjected to their submission of self-certifications and fulfilment of all other documents, conditions of the above “PPP-MII order-2017 Revised” of Government of India.
- 27. Agreement: The successful tenderer shall execute an agreement with the Bank on non- judicial stamp paper in the format enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract**

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

इससे पूर्व संदर्भित शर्तें /THE CONDITIONS HEREINBEFORE REFERRED TO

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

2. "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.

3. "Contractor" in the case of a Partnership: "Contractor" shall mean _____ and _____ trading as partners in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: "Contractor" shall mean _____ trading in the name and style of _____ and shall include his heirs, successors and legal representative.

In the case of company: "Contractor" shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.

4. "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.

5. "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

6. "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

7. "Act of insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

8. "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

9. "The works": shall mean "Tenders for supply, installation, testing and commissioning of 4 nos. minimum 16.5 TR ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad".

10. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the direction 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 instruction, 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 Specification.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material, therefore.
- (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.

11. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, directions and explanations given to the Contractor or his representative 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.

12. Variations to be approved by Employer

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

13. Schedule of Quantities and Agreement

The Contract shall be executed in duplicate, and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Employer one copy of each of the specification.

14. 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 schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

15. Authorities notices and patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated

by so conforming, given to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

16. Setting out of works

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

17. Material and workmanship to conform to 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's 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's may require.

18. 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 when 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.

19. 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.

20. Access to works

The Employer, and their respective/representatives shall at all times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are

being obtained and the Contractor shall give every facility to the employer, and their representative necessary for inspections and examination and test of the materials and workmanship. Any person not authorized by the Employer, except the representatives of public authorities, shall not be allowed on the works at any time.

21. Assistant Manager (T) / Manager (T)

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

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

22. Assignment and Sub-letting

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

23. Alterations/addition/omission etc.

No alteration, omission or variation shall vitiate this contract but in case the employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 27 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

24. 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 27 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

25. Sufficiency of Schedule of Quantities

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

26. Measurement of works

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

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

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

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

27. Prices for extras etc. ascertainment of

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

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

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

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

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

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

such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper with the prior approval in writing of the Employer.

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

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

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause 30 hereof.

28. Unfixed material 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 or damage to, such materials.

29. Removal of improper work

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

30. Defects after virtual completion

Any defect, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost

and in case of default, the Employer may employ and pay other persons to amend and make good such defects, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 42 hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause and clause 10 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

31. Certificate of virtual completion and Defects Liability Period.

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

32. Other persons employed by Employer

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

33. Insurance

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

34. Date of commencement and completion

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

35. Damage for non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed,

the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

36. Delay and extension of time

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

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

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

38. Termination of contract by the Employer

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

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

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized.

39. Termination of contracts by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works, executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with clause 27 hereof.

40. Matter to be finally determined by Employer

The decision, opinion, direction, Certificate determined by Employer shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under clause 42 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Employer.

41. Settlement of disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under clause 41 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference, of which such written notice has been given. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

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

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, (latest amendment) or any statutory modification thereon. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such

matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or

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

42. Right of Technical scrutiny of final bill

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

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

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

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

46. 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 die, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

इससे पूर्व संदर्भित अनुबंध /APPENDIX HEREINBEFORE REFERRED TO

1	Defect Liability Period	Twelve months
2	Period of Final Measurement and settlement of final bill	45 days from the date of submission of invoice
3	Date of Commencement	10 days from the date of work order
4	Time allowed for Completion	04 months from the 10 th day of work order
5	Earnest money deposit	Rs 76,000/- from all bidders
6	Liquidated damages at the Rate of	0.25% of the contract amount per week subject to maximum of 10% of the contract value

सुरक्षा कोड /Safety Code

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

Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

Scope of work and Technical Specifications

Brief Outline

Existing CVPS area would be shifted to a new location at Banking Hall, Ground floor where the area earmarked is 4000 sq.ft. Of the total four ductable AC Units, three should be working at a time keeping one unit on standby. The tenderers are advised to visit the site and get acquainted themselves with site conditions before quoting the tender.

The provision of necessary ducting forms the part of the work as per the details and specifications given below / in Bill of Quantities / given in the drawing.

The scope of work includes necessary piping works, additional refrigerant charging if required (as recommended by manufacturer), cabling from outdoor unit to indoor unit, sealing gaps in the holes made in the walls to prevent entry of dust and moisture, transportation of all materials to site, loading and unloading charges, scaffolding charges if any, labour charges for installation etc.

The vendor shall give performance test for one hour in the presence of the Bank's Engineer.

Upon receiving the work order by the eligible L1 firm, ducting lay-out drawing shall be submitted within a week from the date of the order for Banks' approval.

The drain lines from unit should be taken to the ground level.

All wires/cables used should be FRLS PVC insulated.

Defect liability period (DLP): The units supplied shall be guaranteed against all types of defects for a period of one year from the date of commissioning. Any defects in the system/sub-assemblies/ individual components, found within the guarantee period//DLP, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. **The rate should include for servicing of all the AC units including supply grills, diffusers etc. at interval of one month during the defect liability period and during Annual Maintenance Contract.**

REFRIGERANT PIPING & CONTROL CABLING:

Supply, Installation, Testing, and Commissioning of refrigerant pipes for following units; of sizes approved by manufacturer, insulated with 12mm thick closed cell Nitrile Rubber Tubular Insulation with GC cloth and coated with polyshield / Polybond coating, between indoor to outdoor units, neatly laid in GI powder coated perforated tray with cover, secured with GI clamps and wall brackets. The pipe supports as per technical specifications shall be provided at every 3.0-meter interval and at bends. The length of piping (both suction & liquid) shall be measured as one set.

FACTORY MADE RECTANGULAR GI DUCTING:

Supply, installation, testing and commissioning of factory-made lock-forming quality rectangular GI ducting, complying with IS: 277 and having 120 GSM coating classification. The price includes the cost of necessary accessories & supports (like TDF flanges, MS angle flanges, neoprene gaskets, threaded rod, corner saddles, guide vanes as per SMACNA standards, joints, labelling etc.

ERECTION REQUIREMENTS:

1. All ducts shall be fabricated and installed in workmanlike manner, generally conforming to the relevant ISI codes.
2. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made airtight.
3. Changes in dimensions and shape of ducts shall be gradual. Curved elbows shall have a center line radius equal to one and a half times the width of the duct. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence.
4. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking
5. All branch take-offs and collars shall be provided with turning vanes.
6. All necessary allowances and provisions shall be made by the contractor for beams, or other obstructions in the building, whether the same are shown on the drawings. Where necessary to avoid beams or other structural work, plumbing or other pipes and or conduits, the ducts shall be transformed, divided or curved to one side, the required area being maintained, all as per the site requirements.
7. If a duct cannot be run as shown on the drawings, the contractor shall install the duct between the required points in accordance with other services and as per approval of the Engineer.
8. All duct work shall be independently supported from building construction.
9. The ducts shall not be supported from false ceiling hangers or be permitted to rest on false ceiling.
10. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to fans, air handling units or blower coil units that may cause vibrations in the ducts, ducts shall be provided with flexible connections, located close to the unit. Sleeve shall be made smooth, and the connecting duct work rigidly held by independent supports on both ends. The flexible connection shall be suitable for pressures at the point of installation.
11. The air distribution system comprises with all supports like anchor fasteners and tie-rods, cradles, angle iron supports, bolts and nuts, 4mm thick self-adhesive neoprene rubber gasket, stiffeners, zinc chromate painted angle iron flanges, chipping and plastering of openings made for duct supports etc., filling the gap with fibre glass wool and with fire sealant complete as per specification. The rates quoted shall include turning vanes, straightening vanes, splitters, inspection doors probe, provisions for BAS sensors, inlets with test openings enclosures complete with locking caps, chain, gaskets, insulating plugs, and extension for insulated ductwork etc.

INSULATION:

Acoustic Insulation

The ducts shall be provided with acoustic insulation on supply air duct (inside of the duct) lining using 25 mm nitrile rubber insulation with ultra-fresh antimicrobial protection. The density of the same shall be within 140-180 Kg/m³. The material should have a thermal conductivity not exceeding 0.050 W/mK. The maximum surface temperature the material should withstand is 105° C and minimum temperature should be -20°C. The material should conform to Class 1 rating for surface spread of Flame as per BS 476 Part 7. The contractor needs to submit the certificate/documentary proof for these parameters.

Thermal insulation

Factory Mutual Laboratory (FM) approved closed cell nitrile rubber foam, temperature range from -10°C to +40°C, Class O fire category and as per specification. The Thickness of the material shall be 19mm. The contractor needs to submit the certificate/document in proof of this approval.

Signature and Seal of the tenderer

Technical data to be furnished by the tenderer

Technical specifications to be filled by the tenderers

Sr. No.	Specifications	
1.	Type of compressor	
2.	No. of compressors in each out-door unit	
3.	No. of outdoor units	
4.	Cooling capacity of the unit in Kcal	
5.	Power consumption of the outdoor unit in watts	
6.	Power consumption of the indoor unit in watts	
7.	Total consumption	
8.	Warranty on compressor	
9.	Warranty on the unit	
10.	Type of the refrigerant used	
11.	Nominal Air flow	
12.	Any other feature which tenderer intends to specify	

The technical details called for to be furnished by the firms without fail. The tender of the firm not furnishing the data is liable for rejection. Replies like 'as per manufacturers standard', 'shall be furnished later', 'as per propriety design" etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete

Signature and Seal of the tenderer

List of Approved makes / Manufacturer

Ductable Units	MITSUBISHI / HITACHI / TOSHIBA / Voltas/ DAIKIN
Duct – Factory Fabricated	Rolastar / Celsair / Venus
Insulation – Pipes & Ducts	Aeroflex / Superlon / K-Flex
Copper pipes	Totalline / Rajco / Mandev / Uniflow
PVC pipes	Finolex / Astral / Ashirvad / Supreme
FRLS Copper cable	Finolex / Polycab / RR Kabel

Signature and Seal of the tenderer



संपदा विभाग Estate Department
Hyderabad

Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

अमूल्य बोली / Unpriced bid

Sr. No.	Description	Qty
1.	Supply of minimum 16.5 TR capacity, floor mounted split type ductable air-conditioners with multi-scroll, air-cooled compressors using HFC based refrigerant operating at AC 3 phase, 415V, 50HZ etc. complete. The unit should be complete with all required components such as DX Coil, Filter blower Section ductable indoor units with motor and drive with suitable stand, Microprocessor based control panel, outdoor condensing units etc. The fan for outdoor unit shall be selected for low noise and the motor etc. shall be housed in a powder coated casing with anti-vibration mounts etc. Indoor unit shall be acoustically treated and shall be controlled with remote based wired/wireless microprocessor intelligent system with single phase prevention, reverse phase protection etc. Outdoor units shall be provided with suitable size angle iron stand duly painted as directed.	4 sets
	Ancillary works	
2.	Installation, testing and commissioning of ductable split ACs mentioned at item no.1 with initial charge of refrigerant, hardware, labor, tools etc.	4 sets
3.	Hard drawn copper refrigerant piping with 12 mm thick nitrile tubular insulation covered by Gc cloth, fittings, elbows, bends including supporting arrangement for interconnecting outdoor and indoor units and shall be laid in GI powder coated perforated tray as directed. Measurement will be considered for both suction and discharge pipe put together. Size of the pipes shall be as per manufacturer standards.	240 RMT
4.	Heavy duty PVC pipe for drain piping of size 40/50 mm dia. with 9 mm thick aluminum foil faced- nitrile rubber insulation complete with supports, sleeves, hangers etc.	80 RMT
5.	4 Core 2.5 sqmm FRLS Copper control cables for supply and control from outdoor unit to indoor unit and from panel. It shall facilitate all functions such as ON/OFF, thermostat, fan inter-locking, HP/LP cut-out etc.	260 RMT
6.	Supply, fabrication, installation, testing and commissioning of factory fabricated, powder coated GI ducting complete with splitter damper, turning vanes, access doors, angle supports, flanges, MS rods etc. as per the drawing. It shall be as per SMACNA standards and comply with IS:277 specifications.	
	a) 18 SWG for plenum	100

		sq.mtr
	b) 22 SWG (1201mm-1800mm)	250 sq.mtr
	c) 24 SWG (901mm-1200mm)	150 sq.mtr
7.	Supply and installation of coupling, end caps, collars, wire rope supports etc. complete as directed.	LS
8.	Supply and installation of balanced tiled square supply/return air-diffusers as per specifications. Each diffuser shall be equipped with air distribution grid, removable core for proper air-balancing etc., and shall be made with powder coated extruded aluminum of approved colour and shade of size 600X600mm 1) 450X450 mm	100 nos.
9.	Supply and installation of fire-retardant canvass connections for the above equipment.	4 nos.
10.	Supply and installation of multi opposed blade GSS dampers for ducts to be provided with suitable links, levers, and quadrants for manual control of air flow and proper balance of distribution system.	15 Sq. Mtr
11.	Thermal insulation using 19mm thick closed cell elastomeric nitrile foam rubber insulation (class O) rapped to the duct and finished with fiber glass plastic sheet of 0.18 mm thick coated with acrylic polymers or blends with self-adhesive of 60 GSM to provide mechanical protection as per specifications.	300 Sq. Mtr
12.	Supply and fixing of acoustic insulation for the ducts using 25mm thick fiber glass 32KG/m3 density wool covered with RP tissues and finally covered with perforated aluminum sheet as per specifications.	200 sq.mtr
13.	Supply and fixing of linear grills 6" wide continuous with four side flanges including mitered corners etc.	20 sq.mtr
14.	Dismantling and taking away existing 11 TR ductable units under Buy-back scheme. (B)	2 sets
15.	Charges towards All-inclusive comprehensive annual maintenance contract (per unit) after completion of warranty period of one year with the scope as prescribed in part-I.	4 sets

Annexure 'A'

List of similar works executed during the last 5 years (minimum 02 works)

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

(Attach TDS certificate in case of private companies)

Date

Signature of Tenderer:

Annexure B

Client's Certificate Reg. Performance of Contractor

Name & address of the Client :

Details of Works executed by Shri /M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Signature & Seal of authorized signatory

Annexure – ‘C’

Format of Banker’s certificate

CARE: To be uploaded along with Part-I of the tender

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.):
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2022-2021 :
2021-2020 :
2020-2019 :
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank:
7. Any other remarks.

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

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Hyderabad.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annexure –‘D’

Details of Service Set up at the place of work

Sl.No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spare parts of the Ductable AC system have been stocked	

Seal of company & Signature

Annexure 'E'

Undertaking for no technical deviation

We confirm that all technical terms and conditions and specifications of the Bank are acceptable to us. There will be no deviation proposed in the tender.

Seal & Signature of tenderer

Date:

Annexure 'F'

Details of Bankers

The details of our bankers in the following format are uploaded.

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

Seal of company

Signature

Name

Designation

Date

Annexure ‘G’

Format for power of attorney for signing of application/proposal

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our tender for Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad including signing and submission of all documents and providing information / responses to Estate Department RBI, Hyderabad representing us in all matters before RBI Hyderabad, and generally dealing with RBI Hyderabad 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).

Annexure 'H'

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-320 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Tenders for supply, installation, testing and commissioning of 4 nos. 16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

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

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

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

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

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

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

SIGNED AND DELIVERED For and on behalf of or and on behalf of above-named Bank. (Banker's Name and Seal)

Bank Manager
(Banker's seal)

Annexure 'J'

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional Director
Reserve Bank of India
Estate Department
Hyderabad- 500 004

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messers _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR_____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the

contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm, or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

Annexure 'K'

**ECS/ NEFT mandate form
(Mandate for receiving payments through ECS /NEFT from RBI, Hyderabad)**

All entries should be filled in neatly and legibly in Capital letters

Details of the Vendor										
1	Name of the Vendor									
2	Address of the Vendor									
3	Email ID of the Vendor									
4	Phone Number									
5	Mobile Number	0								
6	Contact Person									

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor										
1	Name of the Bank									
2	Name of the Branch									
3	Address of the Bank Branch									
4	IFS Code (11 digits)									
5	MICR Code (9 digits)									
6	Bank account type (SB-10/ CA-11 / CC -13)									
7	Core Banking Account No.									

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card
- (3) Proof of GST registration

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date _____

Place _____

Signature of the Vendor/ Account holder

Vendor Common Seal

The Mail ID of Estate Department for Communication: estatehyderabad@rbi.org.in

Annexure 'L'

Complaint Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure 'M'

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

To

The Regional Director
Reserve Bank of India
Estate Department
Hyderabad- 500 004

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum) ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI, Hyderabad

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

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

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

Signature and name of the authorized signatory of the firm

Date:

Annexure 'N'

Undertaking for maintenance confirmation by the tenderer

To,
The Regional Director
Reserve Bank of India
Hyderabad

Dear Sir

**Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR (minimum)
ductable air-conditioners for CVPS proposed location at Banking Hall, MOB, RBI,
Hyderabad**

We hereby undertake to satisfactorily maintain the above system installed by us in your premises for a period of not less than 08 years from the date of handing over the system.

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

Yours faithfully,

For _____

Seal and
Authorised signatory



**Reserve Bank of India
Estate Department
Hyderabad**

**Tenders for supply, installation, testing and commissioning of 4
nos.16.5 TR (minimum) ductable air-conditioners for CVPS
proposed location at Banking Hall, MOB, RBI, Hyderabad**

Part-II (Price Bid)

Name of the Tenderer: _____

Address: _____

**Last date and time for submission of tender:
14.00 hours on November 25, 2022**

**Reserve Bank of India
Estate Department
Hyderabad**

Tenders for supply, installation, testing and commissioning of 4 nos.16.5 TR ductable air-conditioners for CVPS proposed Location at Banking Hall, MOB

Bill of Quantities

Sr. No.	Description	Qty	Rate (Rs.)	Amount (Rs.)
1.	Supply of minimum 16.5TR capacity, floor mounted split type ductable air-conditioners with multi-scroll, air-cooled compressors using HFC based refrigerant operating at AC 3 phase, 415V, 50HZ etc. complete. The unit should be complete with all required components such as DX Coil, Filter blower Section ductable indoor units with motor and drive with suitable stand, Microprocessor based control panel, outdoor condensing units etc. The fan for outdoor unit shall be selected for low noise and the motor etc. shall be housed in a powder coated casing with anti-vibration mounts etc. Indoor unit shall be acoustically treated and shall be controlled with remote based wired/wireless microprocessor intelligent system with single phase prevention, reverse phase protection etc. Outdoor units shall be provided with suitable size angle iron stand duly painted as directed.	4 sets		
	Ancillary works			
2.	Installation, testing and commissioning of ductable split ACs mentioned at item no.1 with initial charge of refrigerant, hardware, labor, tools etc.	4 sets		
3.	Hard drawn copper refrigerant piping with 12 mm thick nitrile	240RMT		

	tubular insulation covered by Gc cloth, fittings, elbows, bends including supporting arrangement for interconnecting outdoor and indoor units and shall be laid in GI powder coated perforated tray as directed. Measurement will be considered for both suction and discharge pipe put together. Size of the pipes shall be as per manufacturer standards.			
4.	Heavy duty PVC pipe for drain piping of size 40/50 mm dia. with 9 mm thick aluminum foil faced-nitrile rubber insulation complete with supports, sleeves, hangers etc.	80RMT		
5.	4 Core 2.5 sqmm FRLS Copper control cables for supply and control from outdoor unit to indoor unit and from panel. It shall facilitate all functions such as ON/OFF, thermostat, fan interlocking, HP/LP cut-out etc.	260RMT		
6.	Supply, fabrication, installation, testing and commissioning of factory fabricated, powder coated GI ducting complete with splitter damper, turning vanes, access doors, angle supports, flanges, MS rods etc. as per the drawing. It shall be as per SMACNA standards and comply with IS:277 specifications.			
	a) 18 SWG for plenum	100 sq.mtr		
	b) 22 SWG (1201mm-1800mm)	250 sq.mtr		
	c) 24 SWG (901mm-1200mm)	150 sq.mtr		
7.	Supply and installation of coupling, end caps, collars, wire rope supports etc. complete as directed.	LS		
8.	Supply and installation of balanced tiled square supply/return air-diffusers as per specifications. Each diffuser shall be equipped with air distribution grid, removable core for proper air-balancing etc., and shall be made with powder coated extruded aluminum of approved colour and shade of size 600X600mm	100 nos.		

	1) 450X450 mm			
9.	Supply and installation of fire-retardant canvass connections for the above equipment.	4 nos.		
10.	Supply and installation of multi opposed blade GSS dampers for ducts to be provided with suitable links, levers, and quadrants for manual control of air flow and proper balance of distribution system.	15 sq.mtr		
11.	Thermal insulation using 19mm thick closed cell elastomeric nitrile foam rubber insulation (class O) rapped to the duct and finished with fiber glass plastic sheet of 0.18 mm thick coated with acrylic polymers or blends with self-adhesive of 60 GSM to provide mechanical protection as per specifications.	300 sq.mtr		
12.	Supply and fixing of acoustic insulation for the ducts using 25mm thick fiber glass 32KG/m ³ density wool covered with RP tissues and finally covered with perforated aluminum sheet as per specifications.	200 sq.mtr		
13.	Supply and fixing of linear grills 6" wide continuous with four side flanges including mitered corners etc.	20 sq.mtr		
Grand Total (A)				
14	Dismantling and taking away existing 11 TR ductable units under Buy-back scheme. (B)	2 sets		
Net Amount (A)-(B)				
15	Charges towards All-inclusive comprehensive annual maintenance contract (per unit) after completion of warranty period of one year with the scope as prescribed in part-I.	4 sets	Rate per year per unit	

Date:

Place:

Signature of the contractor with seal of the firm