



May 31, 2022

**Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi**

GM(O-I-C), Reserve Bank of India, Ranchi invites e-Tender through MSTC Portal for **Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi**. The e-Tender along with the detailed tender notice will be available on MSTC website '<https://www.mstcecommerce.com/eprochome/rbi>' and on the Bank's website <https://www.rbi.org.in> under the menu "Tenders" on **June 2, 2022, 12:00 noon onwards**.

2. All the interested bidders must register themselves with MSTC Portal through the above referred website to participate in the e-Tendering process.

3. The estimated cost of the work is **₹37,45,000/- (approx. including GST)**, however the actual amount may vary.

4. The schedule for the e-Tendering process is as under:

Sl. No	Activity	Tentative date
1.	Date of Press-Web Advertisements and the Date of intimation for the publication of Tender notice in the next issue of India Trade Journal	<b>31/05/2022</b>
2.	e-Tender No.	<b>RBI/Ranchi/Estate/58/22-23/ET/102</b>
3.	Name of the Work:	Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.
4.	Mode of Tender:	e-Procurement System, online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>
5.	Date & time from which NIT (along with complete tender documents) will available to the parties to download at website <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>	<b>On June 02, 2022, from 12:00 hrs.</b>
6.	Date and venue of the Pre-Bid Meeting (offline)	<b>On June 10, 2022, at 11 AM.</b> <b>Venue:</b> - Estate Dept. Reserve Bank of India, R.R.D.A Building 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)-834001.
7.	Estimated cost of the work:	<b>₹37,45,000/- (Rupees thirty-seven lakh fourty five thousand only).</b>



8.	Earnest Money Deposit (EMD)	<p><b>₹74,900/-</b> (Rupees seventy four thousand nine hundred) only shall be paid through NEFT, details of NEFT: Beneficiary name: <b>Reserve Bank of India, Ranchi</b>; IFSC: <b>RBIS0RNPA01</b> (Numeric Zero at 5th and 10th place from left); A/c no.- <b>186003001</b>. 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 <a href="mailto:estateranchi@rbi.org.in">estateranchi@rbi.org.in</a> before <b>14:00 hrs. on June 24, 2022</b>. Please mention your company name in NEFT transaction remarks.</p> <p style="text-align: center;"><b>or</b></p> <p>EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutichery Chowk, Ranchi (Jharkhand)- 834001 before <b>14:00 hrs. on June 24, 2022</b>.</p>
9.	Last date of submission of DD/ Bank Guarantee for EMD	<b>Before 14:00 hrs, on June 24, 2022.</b>
10.	Performance Bank Guarantee (PBG)	10 % of Contract amount.
11.	Time allowed for completion of the works from 14 <sup>th</sup> day after the date of written order to commence work	90 Days.
12.	Bidding start date of Techno-commercial Bid and Financial Bid at <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>	<b>On June 10, 2022, from 12:00 hrs.</b>
13.	Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	<b>On June 24, 2022, upto 14:00 hrs.</b>
14.	Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>On June 24, 2022, at 15:00 hrs.</b>
15.	Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.
16.	Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
17.	Tender fees for download from portal	Nil.



5. The part II (price bid) of such bidders/contractors who are found eligible after scrutiny of their Part I of the tenders, will be opened on a subsequent working day which will be intimated to all the eligible bidders/contractors. The Bank reserves the right to accept or reject any or all e-tenders without assigning any reasons therefor.

**Note:** All the tenderers may please note that any addendum / corrigendum to the e-tender, if issued in future, will only be notified on the Bank's website and MSTC Website as given above and will not be published in the newspaper.

GM(O-I-C)  
Ranchi

**May 31, 2022**



**Estate Department  
Reserve Bank of India  
Ranchi**

**Notice inviting e-Tender (NIT)**

**Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.**

1. e-tenders in two parts (Part-I and II) are invited for " Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi. The work is estimated to cost **Rs. 37,45,000/-** and is to be completed within 90 days from 14<sup>th</sup> day after the date of written order to commence work.
2. Only those firm who have minimum 5 years of experience (i.e. during last 5 years ending last day of month previous to the one on which tender applications are invited) in the field of undertaking similar work i.e. " Room Air Conditioner " for large office buildings / commercial premises / industrial houses / Data or Network Centers and experience of having successfully completed similar works i.e. Supply, Installation, testing and Commissioning (SITC) of Room Air Conditioner during last 5 years ending last day of month previous to the one of which applications are invited should be either of the following:  
(a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost or (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost or (c) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.
3. The firm should have a minimum annual turnover of **Rs. 37,45,000/-** during the last 3 financial years and should furnish a Banker's certificate issued by the applicant's banker for an amount not less than Rs.37,45,000/- as per the proforma given in [Annexure-III](#). Firms having a full-fledged service set up at Ranchi or nearby major cities like Jamshedpur, Bokaro, Kolkata, etc. for rendering after sales service will only be eligible to participate in e-tender for the above cited work.
4. The e-tender forms will be applicable only to the firms having the following qualification for participating in the e-tendering process. The firm shall submit/upload the following relevant documents to satisfy the Bank about their eligibility for participating in the e-tendering process.

(a)	Composition of the firm	Full particulars (whether an individual, or a partnership firm, or a company, etc.) of the composition of the firm in detail should be uploaded along with name(s) and address(es) of the partners, copy of the Articles of Association/ Power of Attorney/any other relevant documents.
(b)	Work experience & Completion of similar	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded

	works of specified value during the specified period	work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works i.e., "SITC of Room Air Conditioner" should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, irrespective of cost, should also be given.
(c)	Credit worthiness of the firm and turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the firm duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of their bankers) should be uploaded.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, loan accounts, when opened etc., should be uploaded.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients) should be uploaded.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse their e-tender forms / documents.
5. e-Tender documents will be available at MSTC website i.e., <https://www.mstcecommerce.com/eprochome/rbi> on June 02, 2022 at 12:00 Hrs. This e-Tender needs to be mandatorily filled up / submitted online through MSTC website i.e., <https://www.mstcecommerce.com/eprochome/rbi>. Deadline for filing up and submitting the e-

Tender is upto 14:00 Hrs. on June 24, 2022. Part-I of the e-Tender will be opened on June 24, 2022 at 15:00 Hrs. Detailed guidelines on the process to submit e-Tender by the vendors have been mentioned in **Annexure** following the **Schedule of Tender (SOT)**. On scrutiny of Part-I of the e-Tender, along with supporting documents, if any of the bidders is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Duly filled and signed Tender documents (i.e., Part-I only) in prescribed form shall be uploaded on MSTC website. Part-I of the e-Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of ₹ 74,900/- shall be paid through NEFT. Details of NEFT: Beneficiary name: **Reserve Bank of India, Ranchi**; IFSC: **RBIS0RNPA01** (Numeric Zero at 5th and 10th place from left); A/c no.- **186003001**. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) by email to [estateranchi@rbi.org.in](mailto:estateranchi@rbi.org.in) before 14:00 Hrs. on **June 24, 2022** or EMD can be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in **Annexure – V** of the Tender Document, to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 before 14:00 hrs. on **June 24, 2022**.
7. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.
8. The applicants / Tenderers have to upload the following online through above cited website.
  - a. All the annexures and other documents as mentioned in the Tender Document;
  - b. All the documents mentioned at para-3 above.
9. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part – II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender and his EMD shall be returned back to him as it is without any interest. The Bank is not bound to assign any reason for doing so.
10. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason, thereof.

Place: Ranchi.

Date: June 02, 2022.

General Manager (OIC) Ranchi

### SCHEDULE OF TENDER (SOT)

Sl. No.	Activity	Tentative date/Details
1.	Date of Press-Web Advertisements	<b>31/05/2022</b>
2.	e-Tender No.	<b>RBI/Ranchi/Estate/58/22-23/ET/102</b>
3.	Name of the Work:	Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.
4.	Mode of Tender:	e-Procurement System, online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website <a href="https://www.mstcecommerce.com/eprocho me/rbi">https://www.mstcecommerce.com/eprocho me/rbi</a>
5.	Date & time from which NIT along with complete Tender Documents will available to the parties to download at website <a href="https://www.mstcecommerce.com/eprocho me/rbi">https://www.mstcecommerce.com/eprocho me/rbi</a>	<b>On June 02, 2022 from 12:00 hrs.</b>
6.	Date and venue of the Pre-Bid Meeting (offline)	<b>On June 10, 2022 at 11 AM.</b> <b>Venue:</b> - Estate Dept. Reserve Bank of India, R.R.D.A Building 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)-834001.
7.	Estimated cost of the work:	<b>₹37,45,000/-</b> (Rupees thirty-seven lakh fourty five thousand only).
8.	Earnest Money Deposit (EMD)	<b>₹74,900/-</b> (Rupees seventy-four thousand nine hundred) only shall be paid through NEFT, details of NEFT: Beneficiary name: <b>Reserve Bank of India, Ranchi</b> ; IFSC: <b>RBIS0RNPA01</b> (Numeric Zero at 5th and 10th place from left); A/c no.- <b>186003001</b> . 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) by email to <a href="mailto:estateranchi@rbi.org.in">estateranchi@rbi.org.in</a> before <b>14:00 hrs. on June 24, 2022</b> . Please mention your company name in NEFT transaction remarks.  <b>or</b> EMD can be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in <a href="#">Annexure-V</a> of the e-Tender form in person to Estate

		Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 before <b>14:00 hrs. on June 24, 2022.</b>
9.	Last date of submission of Bank Guarantee for EMD	<b>Before 14:00 hrs. on June 24, 2022.</b>
10.	Performance Bank Guarantee (PBG)	10% of Contract amount.
11.	Time allowed for completion of the works from 14 <sup>th</sup> day after the date of written order to commence work	90 Days.
12.	Bidding start date and Time of Techno-commercial Bid and Financial Bid at <a href="https://www.mstcecommerce.com/eprocho/me/rbi">https://www.mstcecommerce.com/eprocho/me/rbi</a>	<b>On June 10, 2022 from 12:00 hrs.</b>
13.	Date and time of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	<b>On June 24, 2022 upto 14:00 hrs.</b>
14.	Date & Time of opening of Part-I (i.e., Techno-Commercial Bid)	<b>On June 24, 2022, at 15:00 hrs.</b>
15.	Date & Time of opening of Part- II (i.e., Financial Bid)	Will be intimated to the eligible bidders.
16.	Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
17.	Tender fees for download from portal	Nil.



## Annexure

### Important instructions for e-procurement

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### 1. Process of e-tendering

##### **(A) Registration: -**

The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE:** The price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>

**(1)** Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → Psu / Govt. depts. → Click On RBI → 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. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" link at <http://www.mstcecommerce.com/eprochome/rbi> for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e-tender).

##### **Contact person (MSTC):**

- a) Mr. Pritam Biswas - [pbiswas@mstcindia.co.in](mailto:pbiswas@mstcindia.co.in): Mobile-9903248755
- b) Ms. Shruti Sachan - [ssachan@mstcindia.co.in](mailto:ssachan@mstcindia.co.in): Mobile-9532310097

##### **(B) System Requirement: -**

- i) Windows 7 and above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature

	<p><b>iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline)</b>  To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level  Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.</p>
<p><b>2.</b></p>	<p><b>(A)</b> Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p><b>(B)</b> Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid through valid e-mail confirmed by them.</p> <p><b>Note:</b> The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p><b>3.</b></p>	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
<p><b>4.</b></p>	<p>Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. 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.</p> <p>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.</p>

5.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e., Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)
6.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website <a href="http://www.mstcecommerce.com/eprchome/rbi">www.mstcecommerce.com/eprchome/rbi</a> of MSTC Ltd.</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p><b>Bidding in e-tender:</b></p> <p>(a) Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p> <p>(b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>(c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu /Govt. depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>(d) The bidder should allow to run an application namely <b>en Apple</b> by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>(e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid.</p>

Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid.

**NOTE:** - The Techno-Commercial Bid & price bid cannot be revised once the” Final Submission” button has been clicked by the bidder.

**(f)** In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

**(g)** During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

**(h)** The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

**(i)** All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.

**(j)** It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

**(k)** Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

**(l)** No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

**(m)** Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

**9.** Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

**10.** No deviation to the technical and commercial terms & conditions are allowed.

**11.** After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

<b>12.</b>	RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<b>13.</b>	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> of MSTC Ltd.
<b>14.</b>	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
<b>15.</b>	The bid will be evaluated based on the filled-in technical & commercial formats
<b>16.</b>	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



Reserve Bank of India / भारतीय रिजर्व बैंक  
Estate Department / संपदा विभाग  
Ranchi / राँची

e-Tender No: RBI/Ranchi/Estate/58/22-23/ET/102

**e-Tender For**

**Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.**

**Part -I**

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Pre Bid Meeting	June 10, 2022 at 11:00 Hrs.
Venue	Estate Department Reserve Bank of India R.R.D.A Building,4th floor, Kutchery Chowk Ranchi (Jharkhand) - 834001
Last date and time for Submission of e-Tender	June 24, 2022 upto 14:00 Hrs.
Date of opening of Part- I of e-Tender	June 24, 2022 at 15:00 Hrs.

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**Section-I**  
**Form of e-Tender**

To,  
The General Manager (OIC)  
Reserve Bank of India  
Estate Department,  
Ranchi

Dear Sir/Madam,

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

**MEMORANDUM**

(a)	Description of works	Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.
(b)	Estimated cost	<b>Rs. 37,45,000/-</b>
(c)	Mode of payment	As per clause 3.12 General Instructions to Tenderers and Special Conditions.
(d)	Earnest Money	<b>Rs. 74,900/-</b>
(e)	Time allowed for completion of work from 14 <sup>th</sup> day after the date of written work order.	90 days



2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma ([Annexure -V](#)).

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

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason thereof. We have deposited a sum of **Rs. 74,900/-** 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.

5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online medium. Part I contains all commercial terms & conditions and technical particulars, and Part II contains only the price bid in the Bank's proforma.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

For and on behalf of M/s \_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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

Witnesses

(1) Signature with \_\_\_\_\_  
name, address, and date \_\_\_\_\_  
\_\_\_\_\_

(2) Signature with \_\_\_\_\_  
name, address, and date \_\_\_\_\_  
\_\_\_\_\_

**Section-II**  
**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, between the Reserve Bank of India, having its Office at Ranchi (hereinafter called "THE EMPLOYER") of the one part and \_\_\_\_\_ (hereinafter called "THE CONTRACTOR") of the other part.

Whereas the Employer is desirous of doing the work of Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi and has caused specifications and Schedule/Bill of Quantities describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and in the Schedule/Bill of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specifications and included in the said Schedule/Bill of Quantities at the respective rates therein set forth amounting to the payable thereunder (hereinafter referred to as "the said Contract Amount").

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

1. In consideration hereinafter mentioned, the Contractor shall upon and subject to the said Conditions annexed, execute and complete the work shown upon the said Drawings and described by or referred to in the said Specifications and the Schedule/Bill of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. In the said Conditions herein before mentioned, the General Manager / Deputy General Manager, Reserve Bank of India, Ranchi shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and constructed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively in the said Conditions contained.
5. The drawing, agreement and documents mentioned herein shall form the basis of this Contract.
6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) inclusive of GST amount to be paid for according to actual measured quantities at the rates contained in the Schedule/Bill of Quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for carrying out of all works or other contractors appointed by the Employer and shall make good any damages done to walls, floors, etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items of work or having portions of the same carried out 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. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job soon after the site is handed over to him or from 14<sup>th</sup> day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 90 days subject nevertheless subject to the provisions for

extension of time.

**10. Comprehensive Annual Maintenance Contract (CAMC):**

The equipment's supplied & installed i.e., the entire work, shall be guaranteed against all types of defects for a period of one year or as offered by OEM, which ever will be maximum from the date of handing over of the Air Conditioners/equipments to the Bank. Any defects found in the equipments within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service Centre. The tenderers shall indicate details such as the service center from which the proposed systems will be serviced, the staff strength at that Centre and the availability of spares for the system at that center.

The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service applicable after the expiry of the guarantee period. The scope of the contract will include at least FOUR servicing / preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdowns calls round the clock in a year. Preventive maintenance should include all the activities as recommended by the OEM including properly cleaning of equipment's etc. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. The quoted CAMC rate shall remain firm and valid for a period of one years from the date of expiry of guarantee / defect liability period without any escalation. The service contract shall be renewed for an additional period of at least 6 (six) years after the initial CAMC period of 1 (one) year. In other words, an assured life and service support will be provided for a total of 8 years period after commissioning and handing over of the system for use. At the time of renewal of contract after the expiry of the initial validity period of one years and for all subsequent years, the new contract amount will be arrived at based on following formula.

$$AC = AP \{15+60 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times (1/100)$$

AC The contract amount for the current year

AP The contract amount for the previous year

EPIC Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year

EPIP Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year

CPIC Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for CAMC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment's. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 500/- per day or part thereof will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

**11.** All payments by the Employer under this Contract will be made only at Reserve Bank of India,

Ranchi.

**12.** All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ranchi and only courts in Ranchi shall have jurisdiction to determine the same.

**13.** The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.

**a.** 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 to the complaint.

**b.** Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Reserve Bank of India, Ranchi shall be taken cognizance of by the Regional Complaints Committee constituted by the Reserve Bank of India, Ranchi.

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

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

**14.** Minimum wages to the workmen: The contractor shall ensure that minimum wages as per statutory requirement i.e., as per Central Labour Commissioner's Rates (C.L.C. rates) is paid to all the workmen. A certificate to that effect by the Contractor, for every month, shall be submitted to the Employer during period of execution of work and subsequent warranty and AMC period.

**15.** Non-disclosure and indemnity clause during the execution of work and DLP: -

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

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

**16.** The contractor shall forthwith comply with all the rules, terms and conditions mentioned in the attached Tender Document. The said conditions 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.

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

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

Signature Clause

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

.....  
(Name and Designation)

In the presence of

Witnesses.....

1)-----  
Address: .....

.....  
2) .....  
Address: .....  
.....

The COMMON SEAL OF .....  
was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on .....  
in the presence of

Witnesses.....

1) .....  
Address: .....

.....  
2) .....  
Address: .....  
.....

### **Section-III**

#### **General Instructions To e- Tenderers and Special Conditions**

##### **3.0 Online Submission of Tender: -**

The Tender shall be submitted online. The tender will be in two parts i.e., Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall also be submitted online. Part I of Tender will be opened at 15:00 hrs. on June 24, 2022. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e-mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/ enclosures/ annexures. Insertions, postscripts, additions, and alterations shall not be valid unless confirmed by the tenderers signature.

3.1 Tenderers are advised to use only the forms (tender books) available on the website. Each page of the forms shall be signed and upload.

3.2 Tenderers are advised to submit tender on MSTC website ([www.mstcecommerce.com](http://www.mstcecommerce.com)) within the stipulated time schedule.

3.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled, and submitted / uploaded through online. The tender should be uploaded and submitted online within the stipulated time / date i.e., upto 14:00 Hrs. on June 24, 2022.

##### **3.4 Part I – Technical & Commercial**

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical specification including documents, commercial terms and conditions technical aspects of the tender such as equipment data sheets, makes of materials, technical description. The NEFT details of EMD shall be uploaded with the tender / mail to [estateranchi@rbi.org.in](mailto:estateranchi@rbi.org.in) or Bank Guarantee in lieu of EMD shall be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th floor, Kutchery Chowk, Ranchi (Jharkhand)-834001 on or before 14:00 Hrs. on June 24, 2022.

Part I of the tender as submitted in online shall contain the following: -

- i) Details of NEFT and Bank Guarantee in lieu of Earnest money shall be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th floor, Kutchery Chowk, Ranchi (Jharkhand)-834001 within the above cited timeline.
- ii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii) Any other technical information the tenderer wishes to furnish.
- iv) List of deviations, if any, in commercial terms and conditions.

- v) List of deviations, if any, in technical specification.
- vi) Detailed proposed **design, layout drawing** and full equipment details.
- vii) Details of maintenance set-up in Ranchi or nearby major cities like Jamshedpur, Bokaro, Kolkata, etc. for rendering after sales services.
- viii) Commercial conditions as given under Section-VIII shall be filled up giving full information.
- ix) Product support for eight (08) years is desired from commissioning. Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking from the original equipment manufacturer (OEM) in this regard.
- x) Other Certificates / Declarations as per Annexures enclosed to be submitted.

**3.4.2 Pre-qualification Criteria:** -Only those firms having the following qualification will be eligible for participating in the e-tendering process.

1	Duration of past experience	Those firm who have minimum 5 years (i.e., during last 5 years ending last day of month previous to the one on which applications are invited) of experience of executing similar works i.e., supply, installation, testing and commissioning of room air conditioner. Applicant should furnish their client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years.
2	Minimum value of each completed work (qualifying)	Experience of having successfully completed similar works i.e. supply, installation, testing and commissioning of room Air Conditioner during last 5 years ending last day of month previous to the one of which application are invited should be either of the following: (a) Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost <b>or</b> (b) Two similar completed works each costing not less than the amount equal to 50 % of the estimated cost <b>or</b> (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost

3	Yearly Turnover	100% of estimated cost or more during the last three financial years ending March 31, 2022.
4	Solvency	Banker`s certificate of value not less than Rs.37,45,000/- as per the pro forma given <a href="#">Annexure-III</a>
5	Service setup	Full-fledged service setup should be available for the specified job at Ranchi or nearby major cities like Jamshedpur, Bokaro, Kolkata, etc.

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

3.4.4 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.5 The tenderers shall upload full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.4.6 All information, correspondence letters shall be submitted in duplicate and addressed to **Shri Sanjiv Sinha**, General Manager (OIC), Reserve Bank of India, Estate Department, **Ranchi -834 001**

**3.5 Part II -Price bid:** - Part II containing price bid.

- (a) This part shall contain prices in Indian Rupees only as per format (Part II) given in the e-tender. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the Part II of tender will be entertained.
- (c) The rates quoted shall be deemed to be for the finished work. Rates should be inclusive of all statutory taxes including GST, levies, insurance, transportation etc. and shall be firm and binding without any escalation whatsoever till the work is completed and is handed over to the Bank.
- (d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable

**3.6 Pre-Bid Meeting**

**A pre-tender briefing meeting of the intending tenderers will be held at 11.00 AM on June 10, 2022**, to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. **All communication regarding points requiring**



**clarifications shall be given in writing to Sri Sanjiv Sinha by the intending tenderers before 12.00 Noon on June 10, 2022.** It is mandatory for the intending firms to attend the pre-bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting, submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

**3.7 Opening of e-Tender: -**

Part-I of the e-tenders will be opened on June 24, 2022, at 15.00 hrs. IST through system. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

**3.8 Scope of Work: -**

The scope of work shall include the followings.

- a) Supply, Installation, Testing and commissioning of Room Air Conditioner for the Bank's premises located at Zila Parishad Bhawan, Ranchi
- b) Delivery of all equipment's materials to Bank's site at Ranchi including packing, handling, transporting, insurance, loading / unloading at site in Ranchi.
- c) Erection, commission, testing & handling of Room Air Conditioner to Bank.
- d) Providing all-inclusive service including all spares, etc. during warranty period free of cost.
- e) Providing Comprehensive AMC (CAMC) during post warranty period
- f) The tenderer should indicate in his tender the complete description of the working of the system / sub systems and their power requirements with all relevant brochures / literature etc. in addition to those called for in the Technical Specifications.
- g) The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.
- h) Product support for eight (08) years is desired. Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking from the original equipment manufacturer (OEM) in this regard.

**3.9 Validity of e-Tender: -**

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

**3.10 Lowest e-tender not necessarily to be accepted: -**

- a) The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance of any tender.
- b) The tenderer whose e-tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-tenders, even though the Bank may elect to modify/withdraw the tender

**3.11 Earnest Money, Security Deposit & Security during Defect liability period and**

### **Comprehensive Annual Maintenance Contract period: -**

3.11.1 All Tenderers shall deposit Earnest Money of **Rs. 74,900/-** through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Ranchi; IFSC: RBIS0RNPA01 (Numeric Zero at 5th and 10th place from left); A/c no186003001. 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 [estateranchi@rbi.org.in](mailto:estateranchi@rbi.org.in) before 14:00 Hrs. on June 24, 2022. **Please mention your company name in NEFT transaction remarks.** The Earnest Money Deposit (EMD) is also acceptable in Bank Guarantee in the form prescribed by the Bank in Annex.

The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity, if any) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

The EMD of successful tenderer shall either be retained as security Deposit or be refunded on obtaining a Performance Bank Guarantee (PBG) for the specified amount from the successful tenderer as stipulated in the tender.

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

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the commercial bid. b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

3.11.2 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.11.3 a) **Performance Bank Guarantee (PBG) as security deposit for completion period:** On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days

of the issue of work order.

Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

**If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.**

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

**b) Bank Guarantee towards defect liability period and CAMC (i.e., Comprehensive Annual Maintenance Contract) period: -**

After completion of the work, validity of PBG may be extended till DLP (defect liability period) from the date of Virtual completion or the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex towards Security Deposit for the due fulfilment of the terms and obligations of the DLP and CAMC contract

This 10% BG should be initially valid for a period of one year from the date of Virtual completion and after that it shall be further extended for an equal reduced amount annually, for due fulfilment of the maintenance contract condition for a further period of 7 years.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP and CAMC set out in the tender at any time during the currency of committed period of 7 years.

### **3.12 Terms / mode of Payment: -**

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The payment will be made as follows:

1) 65% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:

- a) Manufacturer's Inspection and Test Certificates
- b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
- c) Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per e-Tender conditions.

2) Balance 35% of the quoted rates against erection, testing, commissioning, and handing over of the entire system and submission of BG as per clause 3.11.3.

The pro rata payment against all-inclusive upkeep & Maintenance Contract shall be made half yearly on submission of the bill towards the same after rendering of satisfactory services along with required tests / reports.

### 3.13 Taxes: -

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

### 3.14 Insurance: -

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

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor, and it shall cover the following risks.

- Storage, erection, testing and commissioning policy.
- Transit insurance for transportation from manufacturer's works to site (By Air/Sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakhs per accident.

**Note:** These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof including additional 10% as service charge from the bill of the contractor or any other action.

### **3.15 Completion Period: -**

3.15.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14<sup>th</sup> day after written order to commence the work is issued. The work shall, throughout the stipulated period of the contract, be proceeded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

3.15.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

3.15.3 Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

### **3.16 Warranty / Defects Liability Period.**

The equipment's supplied & installed i.e., the entire work, shall be guaranteed against all types of defects for a period of one year or as offered by OEM, which ever will be maximum from the date of handing over of the equipment to the Bank. Any defects found in the system/sub-assemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service Centre. The tenderers shall indicate details such as the service center from which the proposed systems will be serviced, the staff strength at that Centre and the availability of spares for the system at that center.

The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service applicable after the expiry of the guarantee period. The scope of the contract will include at least FOUR servicing / preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdown calls round the clock in a year. Preventive maintenance should include all the activities as recommended by the OEM including proper cleaning of equipment's etc. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. The quoted CAMC rate shall remain firm and valid for a period of one years from the date of expiry of

guarantee / defect liability period without any escalation. Payment for CAMC shall be on half-yearly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 6 (six) years after the initial CAMC period of 1 (one) year. In other words, an assured life and service support will be provided for a total of 8 years period after commissioning and handing over of the system for use. At the time of renewal of contract after the expiry of the initial validity period of one years and for all subsequent years, the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times (1/100)$$

A<sub>C</sub> The contract amount for the current year

A<sub>P</sub> The contract amount for the previous year

EPI<sub>C</sub> Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year

EPI<sub>P</sub> Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year

CPI<sub>C</sub> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI<sub>P</sub> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for CAMC (to be executed separately) to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipments. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 500/- per day or part thereof will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

### 3.17 Evaluation of Tenders: -

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Service Contract for a period of 7 years after expiry of guarantee period (i.e DLP). Tenders will therefore be evaluated based on the overall owning cost which will be arrived at as under.

Total owning cost = Net Capital Cost (Cost of new equipment's) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total owning cost = Net Capital cost (Cost of new equipment) + 5.63212859 X quoted per

annum cost for CAMC.

For calculating the NPV of Comprehensive Annual Maintenance contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMC	7 years (after guarantee period of one year i.e DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of service.

### 3.18 Packing and Dispatch: -

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's premises located at Zila Parishad Bhawan, Ranchi.

### 3.19 Signing of Contract Agreement: -

a) The General instructions to the tenderers and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

b) The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

c) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

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

e) The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may

serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

### **3.20 Language**

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

### **3.21 Right to Accept Part Tender**

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

### **3.22 Import License**

Import License if required will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

### **3.23 Adherence to Specifications**

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

### **3.24 Acquaintance with the site of work**

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

### **3.25 Schedule of quantities**

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

### **3.26 Not entitled for any compensation**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.



**3.27 Bound to carry all items of the work**

The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

Place :

Date :

Signature and seal of the tenderer.

### Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The 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 works 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 not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or 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. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place :

Date :

Signature of the tenderer with Seal.

### **Fire safety code**

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

Place:

Date:

Seal & Signature of the Tenderer.

**Section- IV**  
**The Conditions Hereinafter Referred To**

4.1 **Interpretation Clause**

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

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and ___ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.

(e)	"Banks Engineer"	The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.
(f)	"Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(h)	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the 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 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.
(i)	“The works”	Shall mean the <b>Design, Supply, Installation, Testing and commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi</b> for the Employer at Ranchi as provided herein.

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

#### 4.2 **Scope of Contract**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work;
- (b) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material here for;
- (c) The removal and/or re-execution of any works executed by the Contractor;
- (d) The dismissal from the works of any persons employed thereupon;
- (e) The amending and making good of any defects under Clause 4.17 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented

from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract

#### 4.3 **Variations to be approved by Employer**

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

#### 4.4 **Schedule Of Quantities & Agreement**

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

#### 4.5 **Contractor to provide everything necessary at his cost**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred the reform.

#### 4.6 **Authorities, Notices and Patents**

4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No.4.15 thereof.

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

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

4.7 **Setting out of works**

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

4.8 **Materials and workmanship to conform the descriptions**

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

4.9 **Contractor's superintendence and representative on the works**

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

4.10 **Dismissal of Workmen**

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



#### 4.11 **Assistant Manager (Tech) / Manager (Tech)**

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

The Assistant Manager (Tech) / Manager (Tech) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

#### 4.12 **Schedule of Quantities**

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

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 4.15 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor’s Schedule of Rates.

#### 4.13 **Sufficiency of Schedule of Quantities**

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

#### 4.14 **Measurement of Works**

4.14.1 The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the

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

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

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

4.15 **Prices for extra etc. ascertainment of**

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

4.15.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.5 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions:-

	(a)	(i)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
		(ii)	Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
	(b)		The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

	(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
	(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.
The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix.	

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

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

4.17 **Removal of improper work**

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

same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

4.18 **Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 12 months from the date of commissioning / handing over of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

4.19 **Certificate of virtual completion and Defects Liability Period**

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

4.20 **Insurance in respect of damage to person and property**

4.20.1 The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or

property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

4.20.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

4.20.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

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

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

**1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.**

**2. Workmen compensation policy**

**3. Third party liability policy with the limits as under.**

**1. Rs.10,00,000/- per annum**

**2. Rs.2,00,000/- per occurrence**

#### 4.21 **Fire Insurance**

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire with in the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the

amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.22 **Date of Commencement and Completion**

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

4.23. **Damages for Non-completion**

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 4.24 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.24 **Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 4. 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works,, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may

reasonably be required to the satisfaction of the Employer to proceed with work.

4.25 **Failure by Contractor to comply with Employer's instructions**

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

4.26 **Termination of Contract by the Employer**

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

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

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such



- due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
  - (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same,

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

#### 4.27 **Termination of Contract by Contractor**

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

4.27.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 4.15 hereof.

4.28 **Certificates and Payments**

4.28.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the installments shall be upto the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4.20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

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

#### 4.29 **Delayed Payment**

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

#### 4.30 **Matters to be finally determined by Employer**

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 4.2(a), 4.2(b), 4.4,4.7,4.12,4.19,4.28 (1,2,3,4) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 4.31 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

#### 4.31 **Settlement of dispute by arbitration**

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

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

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

The venue of arbitration shall be Ranchi, INDIA.

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

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

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

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

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case maybe. For the purpose of this clause, the expression "excepted matters" shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

#### 4.32 **Right of technical scrutiny of final bill**

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

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

4.33 **Employer entitled to recover compensation paid to workmen**

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

4.34 **Abandonment of Works**

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

4.35 **Return of surplus materials**

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

4.36 **Right of Employer to terminate Contract in the event of death of Contractor. If individual**

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

4.37 **Marginal Notes**

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

4.38 **Sexual Harassment of women at work place:**

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

a. 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 to the complaint.

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

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

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

4.39 **Minimum wages to the workman:** The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

4.40 **Labour License, ESI, PF :** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory

requirements of payments for ESI & PF and submit a certificate to the Bank in this regard.

4.41 **Force Majeure conditions** (applicable during the currency of the completion period and subsequent committed DLP and CAMC period) :- Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

4.42 **NON-DISCLOSURE and Indemnity CLAUSE during the execution of work, DLP and CAMC period**:- The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system / equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer.

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

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

Place :

Date :

Signature of the Tenderer with seal.

**Section -V**

**Appendix Hereinbefore Referred To**

Sl.	Item	Condition	Bidders acceptance (Accepted / not accepted)
1.	Defects Liability Period	Twelve months or as per OEM, which will be maximum from the date of Virtual Completion Certificate referred to in Clause 4.19 of the section " <b>Conditions Hereinafter Referred To</b> ".	
2.	Period of Final Measurement	1 month	
3.	Date of Commencement	14 <sup>th</sup> day from the date of letter of acceptance.	
4.	Date of Completion	Date of virtual completion certificate.	
5.	Liquidated damages at the rate of	0.25% of the estimated value per week subject to a maximum of 10% of the contract value.	
6.	Value of works for interim certificates	Rs. 11 lakhs	
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.	
8.	Interest for delayed payment	3% per annum	

Place :

Date :

Seal & Signature of the Tenderer.



## Section-VI

### SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

1. The proposed Room Air Conditioner System will be installed at RBI premises located at Zila Parishad Bhawan, Ranchi.
2. All the bidders must compulsorily visit the site located at Zila Parishad Bhawan at Ranchi before quoting the rates so as to understand the exact requirement of the captioned work and its accessories. They may also see the tentative layout drawing kept at Estate Department of RBI Ranchi office.
3. Rates should be inclusive of minor civil works necessary to accomplish the task not specifically mentioned but are compulsory for completing the work.
4. The work should be carried out in such a manner so as to create minimum hindrance and trouble to existing ongoing operation.
5. Successful firm should co-operate with other contractor working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work till completion of work.
6. At Bank's discretion ACs may be inspected by the Bank's Engineers at factory premises before dispatch and cleared for shipment. Vendor should submit detail inspection / QA plan along with the offer. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the site during the period of defects liability and subsequent CAMC period. Supplier shall submit the factory test result for the supplied equipment during the inspection itself.
7. Supplier shall submit the factory test report / result for the supplied equipments during the inspection itself.
8. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
9. The workmen will not be allowed to stay within the premises.
10. The water required for workmen can be availed from the available source at site free of cost.
11. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
12. Permission, if any, required from the local bodies shall be obtained by the Contractor.
13. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the Estate Department on any Bank's working day.
14. The Tendered may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned building and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.
15. The contractor shall prepare three copies of **as done / as build drawing** after completion of the work and shall submit along with the final bill.

16. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.

17. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.

18. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to make availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.

19. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.

20. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

Place:-

Date:-

Seal & Signature of the Tenderer.

## Section-VII

### **SCOPE OF WORK:-**

#### **7.1 Scope of work**

The scope of work includes Supply, installation, testing, commissioning Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.

The firm's representative is requested to visit the site & understand the scope of works before offering their rates.

The above works also involves minor civil works i. e. puncturing of wall to pull the copper pipe, PVC pipe etc. properly grouting the stand on wall / on surface. Provision of power supply to indoor / outdoor unit of offered A.Cs will be the Bank scope.

#### **7.2 Testing of the System**

The contractor shall arrange and provide at no extra cost, the service of a competent, factory-trained engineer or technician to technically supervise and participate during the execution of work at site and arrange a training for the safe operation of the said system including testing.

#### **7.3 Instruction**

- (i) Provide instruction as required for operating the system. "Hands-on" demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.
- (ii) The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation" of air conditioner.

#### **7.4 Specification:** 1.) The Cassette type AC (cooling only) Unit comprises the followings-

- (i) Minimum cooling capacity: 4.0 Tons and having inverter technology.
- (ii) Company fabricated Antirust Coated In-door & Out-door Units.
- (iii) Suitable capacity Scrool / Hermetically Sealed Swing Type Compressor.
- (iv) The compressor shall be duly filled with environment friendly (Eco- friendly) refrigerant.
- (v) A certificate to be submitted by the bidder regarding energy efficient compressor & environment friendly (Eco-friendly) refrigerant, duly issued by OEM / authorized distributor of OEM.
- (vi) Wireless remote with LED/LCD display performs function like- cool/fan/dry/Auto mode/ sleep mode.
- (vii) On -Off timer.

2.) The Split type AC (cooling only) Unit comprises the followings-

- (i) Minimum cooling capacity: 2.0 and 1.0 Tons (according to Bill of Quantity) and having inverter technology.
- (ii) Company fabricated Antirust Coated In-door & Out-door Units.
- (iii) The compressor shall be duly filled with environment friendly (Eco- friendly) refrigerant.
- (iv) A certificate to be submitted by the bidder regarding energy efficient compressor & environment friendly (Eco-friendly) refrigerant, duly issued by OEM / authorized distributor of OEM.
- (v) Wireless remote with LED/LCD display performs function like- cool/fan/dry/Auto mode/ sleep mode.
- (vi) On -Off timer.

**7.5 Technical Particulars of ACs to be filled by the tenderer.**

S. No.	Items	To be filled by the tenderer
1	Capacity in Tons, Make & Model no. of ceiling mounted Cassette Type Room Air Conditioner	
2	Type of compressor: Scrool / Hermetically Sealed Swing for cassette air conditioner unit	
3	Make & Model no. of wall mounted 2 Tons Room Air Conditioner	
4	Make & Model no. of wall mounted 1 Ton Room Air Conditioner	
5	Make, core, cross section area of cable / wire for inter connection of indoor & outdoor unit of cassette air conditioner	
6	Make, core, cross section area of cable / wire for inter connection of indoor & outdoor unit of 2 Tons / 1 Ton Split AC unit	
7	Cooper Piping connection for cassette A.C as per guideline of the original equipment manufacturer (OEM)	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.
8	Cooper Piping connection for 2 Tons split AC as per guideline of the original equipment manufacturer	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.

	(OEM)	
9	Cooper Piping connection for 1 Tons split AC as per guideline of the original equipment manufacturer (OEM)	a. Dia. off gas line: mm /inch. b. Dia. off liquid line: mm /inch.

The tenderers have to upload the technical literature / specification details of all the above offered makes and models (as received from the OEM) in part I of the tender.

Place:

Seal & Signature of tenderer

Date:

**Section- VIII**  
**Check list**  
**Commercial Conditions**

Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.

The tenderers are requested to fill in following particulars.

Sr. No.	Description	Bank's Terms	Whether acceptable or not <b>(Write Yes or No)</b>
1.	Validity	Shall be valid for 90 days from the date of opening of Part-I.	
2.	Earnest Money Deposit (EMD)	EMD of <b>Rs.74,900/-</b>	
3.	Work Completion period	90 days from the 14 <sup>th</sup> day of date of placing work order/acceptance.	
4.	Liquidated damages	0.25 % of the estimated value per week subject to a maximum of 10% of contract value.	
5.	Guarantee for all equipment's	Shall furnish guarantee for a period of one year from the date of commissioning / handing over of entire system.	
6.	Service facility	Service facility available at Ranchi or nearby major cities like Jamshedpur, Bokaro, Kolkata,	
7.	Penalty for delay in providing service	Maximum probable time to attend to compliant shall not exceed as per details indicated in clause 3.16 commercial condition.	

8.	Terms of payment for the work	<p>i) 65% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:</p> <p>a) Manufacturer's Inspection and Test Certificates  b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been delivered at site in good condition &amp; kept in my custody. If any shortfall is noticed during installation, commissioning and testing they will be supplied free of cost to the Bank.  c) Policies of insurance covering all the risk during transit, storage, installation, commissioning &amp; handing over including third party liabilities as per e-Tender conditions.</p> <p>ii) Balance 35% of the quoted rates against erection, testing, commissioning and handing over of the entire system and submission of BG as per clause 3.11.3.</p>	
9.	Terms of payment for AMC	To be paid on half yearly basis on rendering satisfactory services. Service report to be enclosed along with firm's bill for payment.	
10.	Insurance	<p>Shall include:-</p> <p>(i) Storage, erection, testing policy.  (ii) Transit insurance for transportation from manufacturer's works to site (By Air/Sea/Road etc. as applicable).  (iii) Third party liability policy for Rs 2 lakh per accident.  (iv) Workmen's compensation policy and shall be valid till the date of handing over of the system.</p> <p>Separate Insurance policies will be provided</p>	

11.	List of Bankers	To be uploaded along with Part I of the tender, with full postal address and dealing person's name.	
12.	List of Clients	To be uploaded with Part I of the tender, with full postal address and the names of dealing persons.	

Note - Please indicate Yes / No against the items. If 'No', please indicate the deviation only.

Place:

Date:

Seal & Signature of the Tenderer.



**Proforma of Performance Bank Guarantee (PBG)**

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

No.\_\_\_\_ Date \_\_

To:

The General Manager (OIC),  
Reserve Bank of India  
Estate Department  
Ranchi.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR INR only) furnish able to you by M/s\_\_(hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.** 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 surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will 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 \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee

under the Power of Attorney granted to him by the Bank.

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

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

BRANCH MANAGER  
(Banker's Seal)

**Proforma of undertaking for maintenance confirmation by the tenderer**

To,  
The General Manager (OIC)  
Reserve Bank of India  
Estate Department  
Ranchi.

Dear Sir

Tender for Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi. We hereby undertake to maintain the Room Air Conditioner installed by us in your premises satisfactorily, for a period of not less than 7 years after expiry of the defect liability/warranty period and comprehensive maintenance at the rate quoted by us, subject only to the price revision clause specified in the tender after initial one year of Maintenance Contract.

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

Yours faithfully,

For \_\_\_\_\_

**Authorized signatory**

**FORMAT OF BANKERS' CERTIFICATE**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).  
2021-22  
2020-21  
2019-20
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. 37,45,000/-

(Signature)  
For the Bank  
Stamp

**Note:** Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to The General Manager(O-i-C), Reserve Bank of India, Ranchi.

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

**Annexure-IV**

**Details of Clients**

Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi.

Sl. No.	Name of the firm with full address and Name of Contact person with numbers / fax / e-mail etc.	Name of work	Value of the work	Completion date	Date of award of the work	Status

Place:

Date:

**Seal & Signature of Tenderer**

## Annexure-V

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

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for Supply, Installation, Testing & Commissioning of Room Air Conditioner at RBI premises located at Zila Parishad Bhawan, Ranchi. and the specifications and terms and conditions enclosed therein.

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

#### **NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the above cited work for Bank's RBI premises located at Zila Parishad Bhawan, Ranchi. 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 above named Bank.

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

Branch Manager  
(Banker's seal)

## Annexure-VI

### 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 Tools & Plan Outstanding/Very Good/  
Good/Satisfactory/poor
  - d) Mobilization of manpower Outstanding/Very Good/  
Good/Satisfactory/poor
  - e) General behaviour Outstanding/Very Good/  
Good/Satisfactory/poor

**Note : All columns should be filled in properly**

**Name and Signature**

**PART II (unpriced Bid / Bill of Quantity)**

**e-Tender no: - RBI/Ranchi/Estate/58/22-23/ET/102**

**RESERVE BANK OF INDIA  
RANCHI**

**Supply, Installation, Testing & Commissioning of Room Air Conditioner in additional RBI premises located at Zila Parishad Bhawan, Ranchi.**

Sl. no	Description of the Items	Qty.	Unit
1	Supply, Installation, Testing & Commissioning of minimum 4 (four) Tons cooling capacity, Inverter type, maximum available star rating company fabricated, Ceiling-mounted cooling only <b>Cassette</b> air conditioner unit (In-door & Out-door unit) complete set with energy efficient Scrool / Hermetically Sealed Swing Type Compressor, properly field with eco-friendly refrigerents, wireless remote with display, performs functions like cool/fan/dry/auto mode, ON/OFF timer, Anti-rust powder coated Indoor & Out door Units all complete as per tender terms & conditions & as directed by Bank's Engineer. The above rates shall also include interconnection works for In-door & Out-door units by using suitable Amp-rating copper wire, as recommended by the original equipment manufacturer (OEM), to be laid by ISI brand medium class-PVC conduit or providing & laying of suitable Amp-rating Armoured cable, as recommended by OEM, for interconnection of indoor and outdoor units. [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	12	set
2	Supply, Installation, Testing & Commissioning of following capacity Inverter type, maximum available star rating, company fabricated wall-mounted <b>split</b> air conditioner unit (In-door & Out-door unit) complete set with Energy Efficient Compressor properly field with eco-friendly refrigerents, remote with display, performs functions like cool/fan/dry/auto mode, sleep mode, ON/OFF timer, Anti-rust powder coated Indoor & Out door units all complete & as directed by Bank's Engineer. The above rates shall also include interconnection works for In-door & Out-door units by using suitable Amp-rating copper wires, as recommended by the original equipment manufacturer (OEM), to be laid by ISI brand	----	-----

	medium class- PVC conduit or providing & laying of suitable Amp-rating Armoured cable, as per OEM, for interconnection of indoor and outdoor units. [rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]		
2. a)	Split AC: 2.0 -Tons capacity	11	Set
2. b)	Split AC: 1.0 -Ton capacity	3	Set
3	Supply, laying and connection of suitable dia. [ as recommended by the original equipment manufacturer (OEM) ] copper refrigerant Piping both for suction & discharge for cassette A.Cs (as mentioned at sl. No. 1) with Suitable Nitrile Rubber Insulation for both copper pipe including rolling insulation tape all complete [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	370	Mtr.
4	Supply, laying and connection of suitable dia. [ as recommended by the (OEM) ] copper refrigerant Piping both for suction & discharge for wall mounted 2 Ton A.Cs [ as mentioned at sl. No. 2.(a) ] with Suitable Nitrile Rubber Insulation for both copper pipe including rolling insulation tape all complete [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	150	Mtr.
5	Supply, laying and connection of suitable dia. [ as recommended by the (OEM) ] copper refrigerant Piping both for suction & discharge for wall mounted 1 Ton A.Cs [ as mentioned at sl. No. 2.(b) ] with Suitable Nitrile Rubber Insulation for both copper pipe including rolling insulation tape all complete [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	100	Mtr.
6	Supply, laying and connection of suitable dia. [ as recommended by the (OEM) ] industrial standard condensate drain pipe for above cited 26 nos. ACs. [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	700	mtr.
7	Supply and fixing of manufacturer standard wall mounted stand for outdoor unit of the above cited 26 nos. A.Cs [ rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	1	Job
8	<b>CAMC:</b> Per annum charges for Comprehensive, all inclusive, Annual Maintenance Service Contract of the above cited 26 nos. of Air-conditioning units after expiry of 1 year of DLP as	1	job

	per terms & conditions of the tender. [ Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]		
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Place :

Signature of firm's representative with seal

Date :