



**Reserve Bank of India  
Estate Department  
Nagpur**

**Design, Supply, Installation, Testing and Commissioning of UVGI Assembly in the Air Handling Units(AHUs) for Bank's Main and Additional Office Building, Nagpur**

Sr. No.	Details	Date/Time of Tender Event
a.	e - Tender no.	<b>RBI/Nagpur/Estate/157/21-22/ET/215</b>
b.	Mode of Tender	e- Procurement system (online Part-I – Techno Commercial Bid and Part-II- Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
c.	Estimated Cost	Rs.20.34 Lakh
d.	Date of NIT available to parties to download	11.00 AM of <b>14/10/2021 onwards</b>
e.	View tender Date & Time on MSTC Web Portal	11.00 AM of <b>14/10/2021 onwards</b>
f.	Pre - Bid Meeting	Online (WebEx) at <b>11:00 AM on 28/10/2021***</b> Venue- Estate Department, Dr. Raghavendra Rao Road, Civil lines, RBI, Nagpur- 440 001
g.	Earnest Money Deposit	EMD of <b>Rs. 40,680/-</b> by following mode 1) Through NEFT, may be credited in RBI A/c.No.- 8714295, IFSC Code: RBISONGPA01(5th &10th digit is zero) or 2) By Demand Draft in favor of Reserve Bank of India, payable at Nagpur or <b>3) Irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed format.</b>
h.	<b>Bid Open Date</b> – Date of starting of e- Tender for submission of on line Techno Commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	04:00 PM of <b>14/10/2021</b>
i.	<b>Bid Close Date</b> – Date of Closing of online e-tender for submission of Techno- Commercial Bid and Price- Bid.	02:00 PM of <b>10/11/2021</b>
j.	a. Tender open Date:- Date & Time of opening of Part-I (i.e. Techno-Commercial Bid). b. Part-II Price Bid:- Date of opening of part II (i.e. price bid shall be informed separately).	03:00 PM of <b>10/11/2021</b>  Date of opening of Price bid shall be informed separately after completion of evaluation of Part I of the tender
k.	Tender Close Date	Till 02.00 PM of 10.11.2021

\*\*\* Tenderers desirous of attending online WebEx meeting should inform or send queries by 16:00 Hrs of 26/10/2021 to [sunilphadke@rbi.org.in](mailto:sunilphadke@rbi.org.in), [mrampasad@rbi.org.in](mailto:mrampasad@rbi.org.in) and [estatenagpur@rbi.org.in](mailto:estatenagpur@rbi.org.in).

Regional Director  
Reserve Bank of India, Nagpur

**Reserve Bank of India  
Estate Department / Nagpur**

**Tender Notice for Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur**

1. E-tenders in two parts (Part -I and Part –II) are invited for "Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur"
2. Tender forms will be available from 11.00 AM on 14.10.2021 at RBI and MTSC website. The duly filled in tender documents should be uploaded on MSTC website before 02.00 PM on 10.11.2021.
3. E-Tendering forms can be downloaded from the website <https://www.mstcecommerce.com> and uploaded along with all the information/documents, mentioned in the commercial terms and conditions of the tender.
4. Only those contractors who possess the following shall be eligible to participate in the tender:
  - i) Minimum 5 years of experience in the field of undertaking HVAC (Heating, ventilation and air conditioning), precision AC works etc. at large office Buildings / Commercial Estate / Industrial houses/Government organization/PSU's (from the date of issue of e-Tender)

and
  - ii) have executed successfully
    - a) Three works each costing not less than the amount equal to 40% of the estimated cost

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

or
    - c) One work costing not less than the amount equal to 80% of the estimated cost during last 5 years

**AND**
  - iii) Have a minimum yearly turnover of 100% of the ESTIMATED COST (Rs.20.34 lakhs) during the last 3 years

**AND**

iv) Banker`s certificate of value not less than Rs.20.34 lakhs as per the proforma given [Annex-V](#) along with technical bid.

**AND**

v) Have a service set up in Nagpur for rendering after sales service shall be eligible to participate in the tendering process.

5. The following documents shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of Bid. These documents shall also be submitted to RBI before the prescribed date & time for submission of Bids. The following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any of carrying out works for the Reserve Bank of India at any center can also be given
c)	Turn over during the specified period	A certificate issued by the Chartered Accountant shall be submitted.

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

6. In the event of intending bidder's failure to satisfy the Bank; the Bank reserves the right to not allow him to participate in tendering process.
7. All the intending tenderers are advised to study the tender documents and may send their queries through email to [mrampasad@rbi.org.in](mailto:mrampasad@rbi.org.in) / [sunilphadke@rbi.org.in](mailto:sunilphadke@rbi.org.in) on or before 4 PM on 26.10.2021 for clarification. With prior notice on the above email and confirmation from the Bank, site visit will be facilitated to the intending tenderers to provide the first feel of the work and site. The duly filled in tender documents shall be uploaded on MSTC site till **2:00 PM** on **10.11.2021**. **No further clarifications/queries will be entertained after date of sending queries.**
8. (a) Tender forms can be downloaded for viewing from the website [www.mstcecommerce.com](http://www.mstcecommerce.com) w.e.f. 11 AM on 14.10.2021.
- (b) EMD of Rs. 40680/- (Rupees Forty Thousand Six hundred and Eighty only) in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annex - 1](#)) shall be submitted on or before the due date.
- (c) Tenderers shall submit all the information and the documents as mentioned in Para 5 above. After examination, if any of the bidder is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

9. Part I of the tenders will be opened on-line at **3:00 PM on 10.11.2021** in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) shall be opened of the eligible bidders on a subsequent date which will be intimated to the eligible bidders in advance.
10. The applicants/tenderers have to submit/upload
  - a. Client's certificate as per format at [Annex-IV](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
  - b. Banker's certificate as per format at [Annex-V](#) from their banker/bankers.

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

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

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

**Regional Director,  
Reserve Bank of India,  
Estate Department,  
Main Office Building  
Nagpur**

## SCHEDULE OF TENDER (SOT)

<b>Item</b>	<b>Design, Supply, Installation, Testing and Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building, Nagpur</b>
e-Tender no	<b>RBI/ Nagpur/Estate/157/21-22/ET/215</b>
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
Date of NIT available to parties to download	From 11:00AM of 14.10.2021
Tender Fees	<b>Nil</b>
Pre-Bid meeting	***Online (WebEx) 1100 hrs on 28.10.2021 Venue- Reserve Bank of India, Estate Department, Dr.Raghavendra Rao Road, Civil lines, RBI Nagpur- 440001.
Earnest Money Deposit	<b>Rs. 40,680.00/- by</b> <b>1) NEFT, RBI A/c.No.-8714295, IFSC Code: RBISONGPA01(5<sup>th</sup> &amp;10<sup>th</sup> digit is zero) or</b> <b>2) D.D.in favour of Reserve Bank of India, Nagpur</b> <b>3) Bank Guarantee in favour of Reserve Bank of India, Nagpur</b>
Last date of submission of EMD	Till 2:00 PM on 10.11.2021
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	4:00 PM of 14.10.2021
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 10.11.2021
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of 10.11.2021
MSTC Transaction Fee	Rs.1017.00 plus GST @18% <b>Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED</b>

\*\*\*Bidders desirous to participate in online (WebEx) pre-bid meeting may send e-mail to [estatenagpur@rbi.org.in](mailto:estatenagpur@rbi.org.in), [rmpasad@rbi.org.in](mailto:rmpasad@rbi.org.in), [sunilphadke@rbi.org.in](mailto:sunilphadke@rbi.org.in) on or before 1600 hrs of October 26, 2021.

## Important instructions for E-procurement

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

1	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govtdepts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p><u>Contact person (RBI):</u></p> <ol style="list-style-type: none"><li>1. Ram Prasad Malle, Asstt.Manager- <a href="mailto:mramprasad@rbi.org.in">mramprasad@rbi.org.in</a> - 9449451590, 07122806332</li><li>2. S.S.Phadke, Asstt.Manager- <a href="mailto:sunilphadke@rbi.org.in">sunilphadke@rbi.org.in</a> - 9841585979, 07122806334</li></ol> <p><u>Contact person (MSTC Ltd):</u></p> <ol style="list-style-type: none"><li>3. Mr. Sushil Nale, Asst. Manager – <a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a> Mobile- 09987758430</li><li>4. Ms Archana, Asst. Manager- <a href="mailto:archana@mstcindia.co.in">archana@mstcindia.co.in</a> Mobile- 09990673698</li><li>5. Ms. Rupali Pandey, Executive- <a href="mailto:rpandey@mstcindia.co.in">rpandey@mstcindia.co.in</a> Ph- 022 22886268</li><li>6. Mr. Tejas V, Executive <a href="mailto:tejasv@mstcindia.co.in">tejasv@mstcindia.co.in</a> Ph-022 22822789 Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></li><li>7. Technical support staff – 022-22870471</li><li>8. Helpline Nos.- 033 40645207, 033 40609118, 033 40645316, 033 22901004, 033 22895064</li><li>9. Email- <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a></li></ol> <p>B) System Requirement:</p> <ol style="list-style-type: none"><li>i) Windows 7 or above Operating System</li><li>ii) IE-7 and above Internet browser.</li><li>iii) Signing type digital signature</li><li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li></ol>
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	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li><input type="checkbox"/> Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p> <p>Kindly ensure that TLS 1.2 is enabled on your Internet Explorer browser to access the website. Please check through Tools --&gt; Internet Options --&gt; Advanced tab on Internet Explorer browser. For better browsing of the website, please use Internet Explorer version 10 or above.</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular 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.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p>



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

**Reserve Bank of India  
Estate Department  
Nagpur**

**Tenders for  
Design, Supply, Installation, Testing & Commissioning of UVGI  
Assembly in the Air Handling Units (AHUs) for Bank's Main  
and Additional Office Building at Nagpur**

**PART I**

**Name of the Tenderer:** \_\_\_\_\_

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

\_\_\_\_\_

## **DISCLAIMER**

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

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

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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**(Section I to XII)**

**Section I**

**Form of Tender**

Place:

Date:

Regional Director  
Reserve Bank of India,  
Estate Department,  
Main Office  
Nagpur - 440001

Dear sir,

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

**MEMORANDUM**

(a)	Description of works	Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur.
(b)	Estimated cost	Rs.20.34 Lakhs
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	40680/-
(e)	Time allowed for completion of work from 14th day after the date of letter advising acceptance of tender.	Eight weeks

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure I](#)).
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you

or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

- 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
  
- 5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this \_\_\_\_ day of \_\_\_\_ 2021.

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

\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation Place

\_\_\_\_\_ Date

\_\_\_\_\_

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

Witnesses

(1) Signature with  
name, address and date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Signature with  
name, address and date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## खंड II/ Section II

### करार की शर्तें

### Articles Of Agreement

यह करार का अनुबंध..... तारीख को एक पक्ष के रूप में भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई में है (इसके बाद "नियोक्ता" कहा जाएगा) और दूसरे पक्ष में ..... (इसके बाद "ठेकेदार" कहा जाएगा) के बीच निष्पादित है।

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

जबकि नियोक्ता नागपुर में अपने मुख्य कार्यालय और अतिरिक्त कार्यालय भवन के लिए एयर हैंडलिंग यूनिट में यूवीजीआई एसैम्बली की डिजाइन, सप्लाई, इन्स्टालेशन, टेस्टिंग एंड कमिश्निंग के लिए इच्छुक है और किए जाने वाले कार्य की ड्राइंग और विनिर्देश बना लिया गया है और जबकि उक्त विनिर्देशों, और मात्राओं की ..... से ..... अनुसूची पर पार्टियां या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous to Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers \_\_\_\_\_ to \_\_\_\_\_, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और जबकि ठेकेदार यहां निर्धारित शर्तों और विशेष शर्तों के अंतर्गत नियत शर्तों और अनुबंध की मात्राओं और शर्तों की अनुसूची में यथासंशोधित और अंत में दोनों पक्षों द्वारा स्वीकार किए गए उक्त कार्य को निष्पादित करने के लिए सहमत हो गया है (सभी के जो सामूहिक रूप से इसके बाद "उक्त शर्तों" के रूप में संदर्भित हैं) उक्त अरेखणों पर दिखाए गए कार्य और/या उक्त विनिर्देशों में वर्णित हैं और इसमें निर्धारित संबंधित दरों पर मात्राओं की अनुसूची में शामिल हैं, जो राशि के रूप में प्राप्त हुई है या इस तरह की अन्य राशि के तहत देय होगा (बाद में "उक्त अनुबंध राशि" के रूप में संदर्भित)।

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

**अब निम्नानुसार सहमति है-**

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

2.1 उक्त अनुबंध राशि को समय पर और उक्त शर्तों में निर्धारित तरीके से भुगतान करने पर विचार करते हुए, लेखापरीक्षक, उक्त शर्तों के अधीन, उक्त रेखाचित्रों पर दिखाए गए कार्य को और इसमें वर्णित है उक्त विनिर्देशों और मात्राओं की अनुसूची को निष्पादित और पूरा करेगा।

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

2.2 नियोक्ता ठेकेदार को उक्त अनुबंध राशि या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।

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

2.3 उक्त शर्तों और उनके अनुबंधों को इस करार के हिस्से के रूप में माना और पढ़ा जाएगा और इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, स्वयं उक्त शर्तों के अधीन रहेंगे और करार में निहित अपने हिस्से की शर्तों का पालन करेंगे।

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

2.4 यहां उल्लिखित चित्र, और दस्तावेज इस अनुबंध का आधार होंगे।

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

2.5 यह करार निविदा दस्तावेजों के भाग-I और भाग-II में उल्लिखित मात्रा और विशेषताओं संबंधी बिल अनुसार सभी मदों के लिए इस अनुबंध को दर अनुबंध माना जातएगा।

2.5 This Contract is deemed to be -  
Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

2.6 ठेकेदार उक्त निहित शर्तों के अनुरूप सभी छोटे-मोटे सिविल कार्य, विद्युतीय इंस्टालेशन, फिटिंग और इससे जुड़े अन्य कार्य करना सुनिश्चित करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को भी मरम्मत करेगा।

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

2.7 इस अनुबंध पर प्रतिकूल प्रभाव डाले बिना, नियोक्ता कार्य में कोई भी मद जोड़ने या छोड़ने या अनुबंध की अवधि के दौरान किसी भी समय किए गए कार्यों के कुछ हिस्सों को जोड़कर या घटाकर ड्राइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।

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

2.8 समय को इस अनुबंध का सार माना जाएगा और ठेकेदार एतद्वारा उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के दिन से, समय बढ़ाने के प्रावधानों के अधीन काम शुरू करने और तीन सप्ताह के भीतर सभी काम को पूरा करने के लिए सहमत है।

2.8 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within Three weeks subject nevertheless to the provisions for the extension of time.

2.9 इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल रिज़र्व बैंक ऑफ इंडिया, नागपुर में किए जाएंगे।

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

2.10 इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को नागपुर में उत्पन्न माना जाएगा और इसे निर्धारित करने के लिए केवल नागपुर की अदालतों का अधिकार क्षेत्र होगा।

2.10 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Nagpur and only courts in Nagpur shall have jurisdiction to determine the same.

2.11 कार्यस्थल पर महिलाओं की यौन उत्पीड़न का निवारण

2.11 Prevention of Sexual harassment

क) "कार्यस्थल पर महिलाओं की यौन उत्पीड़न (निवारण, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का अनुपालन के लिए ठेकेदार/एजेंसी पूरी तरह जिम्मेदार होगा। बैंक के परिसर के भीतर अपने कर्मचारियों के खिलाफ यौन उत्पीड़न की शिकायत के मामले में, ठेकेदार द्वारा गठित आंतरिक शिकायत समिति के सामने शिकायत दर्ज की जाएगी और ठेकेदार शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगा।

i) 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". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

ख) बैंक के किसी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न की शिकायत बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान में ली जाएगी।

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

ग) यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित होती है तो ठेकेदार की कर्मचारियों की ओर से बैंक के कर्मचारी को कोई मौद्रिक राहत दिए जाने के मामले में ठेकेदार किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा।

iii) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved.

घ) ठेकेदार अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के संबंध में शिक्षित करने के लिए जिम्मेदार होगा।

iv) The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.

ड) ठेकेदार बैंक परिसर में नियोजित अपने कर्मचारियों की पूरी अद्यतन सूची उपलब्ध कराएगा।

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

2.12 अप्रकटीकरण खंड:

2.12 Nondisclosure clause:

इस करार के संबंध में दायित्वों के निर्वाहन के क्रम में ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से कोई सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम/ उपकरणों आदि जानकारी किसी तीसरे पक्ष के साथ साझा नहीं करेगा और वह इस गोपनीयता का हमेशा कड़ाई से पालन करेगा। संविदा के दायित्वों का निर्वाह करने के लिए या लागू कानूनों के पालन के लिए आवश्यक बातों को छोड़कर ठेकेदार संविदा के ब्योरो को निजी और गोपनीय मानेगा। ठेकेदार नियोक्ता के पूर्व लिखित अनुमति के बिना किसी भी औद्योगिक या तकनीकी पेपर में प्रकाशित, प्रकाशित करने के लिए अनुमति या कार्य के किसी ब्योरे की जानकारी साझा नहीं करेगा। ठेकेदार नियोक्ता को किसी भी गोपनीय जानकारी के साझा होने से हुई हानि की क्षतिपूर्ति करेगा। ऐसा नहीं कर पाने को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता क्षतिपूर्ति का दावा करने और कानूनों उपाय लेने का हकदार होगा।

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

ठेकेदार अपने कर्मचारियों के संबंध में सभी उचित उपाय करेगा ताकि यह सुनिश्चित किया जा सके कि करार के अंतर्गत गोपनीय जानकारी के नॉन-डिस्कलोजर के संबंध में दायित्वों का पूर्णतः संतोषजनक रूप से पालन हो रहा है। नॉन डिस्कलोजर और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति के बाद भी लागू रहेंगे।

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

2.13 इस अनुबंध के कई हिस्सों को लेखापरीक्षक द्वारा पढ़ा गया है और लेखापरीक्षक द्वारा पूरी तरह से समझा गया है।

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

यदि लेखापरीक्षक भागीदार या व्यक्ति है	साक्षी की उपस्थिति में उपर्युक्त वर्ष और दिन को नियोक्ता और लेखा परीक्षक ने दो प्रतियों में हस्ताक्षर किए हैं।
यदि लेखापरीक्षक कंपनी है	साक्षी की उपस्थिति में उपर्युक्त वर्ष और दिन को नियोक्ता ने अपने प्राधिकृत अधिकारी के माध्यम से तथा लेखा परीक्षक ने अपनी मुहर के साथ दो प्रतियों में हस्ताक्षरित और निष्पादित किए हैं।

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

हस्ताक्षर खंड:

हस्ताक्षरित और भारतीय रिज़र्व बैंक द्वारा सुपुर्द

\_\_\_\_\_ (नाम और पदनाम)

की उपस्थिति में -

गवाह -

1.

पता \_\_\_\_\_

2.

पता -----

यदि पार्टी साझेदार फर्म या व्यक्ति है

हस्ताक्षरित और सुपुर्द \_\_\_\_\_

की उपस्थिति में - गवाह

1. पता \_\_\_\_\_
2. पता -----

----- को आयोजित बैठक में निदेशक मंडल द्वारा पारित प्रस्ताव पर सामान्य मुहर लगाया गया ।

की उपस्थिति में - गवाह -

1. \_\_\_\_\_
2. \_\_\_\_\_

यदि लेखा परीक्षक सामान्य मुहर के तहत हस्ताक्षर करते हैं, तो संस्था के अंतर्नियम के मुहर खंड के साथ हस्ताक्षर खंड मेल खाने चाहिए.

यदि अनुबंध मुख्तारनामा, कंपनी या व्यक्ति या विधिवत गठित अटर्नी द्वारा  
हस्ताक्षरित है

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Nagpur

\_\_\_\_\_  
(Name and

Designation) In the presence of -

Witnesses –

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

If the party is a partnership firm or individual

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the

presence of -

Witness -

1. \_\_\_\_\_

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

\_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

\_\_\_\_\_

In the presence of - Witness -

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the articles of association.

Directors who have signed these presents in token thereof in the presence of -

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contract is signed by the hand of power of attorney, whether a company or an individual.

SIGNED AND DELIVERED BY - the Contractor by the hand of Shri \_\_\_\_\_

\_\_\_\_\_ and duly constituted attorney

### **Section III**

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

### **3.0 Submission of Tender**

Online e-tenders are invited for the work Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur. The tenders shall be submitted in online manner at MSTC ecommerce site.

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

- i) Minimum 5 years of experience in the field of undertaking HVAC (Heating, ventilation and air conditioning), precision AC works etc. at large office Buildings / Commercial Estate / Industrial houses/Government organization/PSU's (from the date of issue of e-Tender)

and

- i) have executed successfully

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

or

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

or

- c) One work costing not less than the amount equal to 80% of the estimated cost during last 5 years.

**AND**

- ii) Have a minimum yearly turnover of 100% of the ESTIMATED COST (Rs. 20.34 Lakhs) during the last 3 years

**AND**

- iii) Banker's certificate of value not less than Rs.20.34 lakhs as per the pro forma given [Annex-V](#) along with technical bid.

**AND**

- iv) Have a service set up in Nagpur for rendering after sales service shall be eligible to participate in the tendering process.

In a tender, either the Indian agent on behalf of the Principal/OEM or the Principal/OEM itself can bid and both cannot bid simultaneously. Further, if an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender.



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

**3.2** All the intending tenderers are advised to study the tender documents and may send their queries through email to [mramprasad@rbi.org.in](mailto:mramprasad@rbi.org.in) / [sunilphadke@rbi.org.in](mailto:sunilphadke@rbi.org.in) on or before 04.00 PM on 26.10.2021 for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending tenderers to provide the first feel of the work and site.

**3.3** Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 3 PM and technical evaluation of the same will be done. Firms who are meeting all the eligibility criteria and technically qualified will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in advance.

**3.4** The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates only and the amount will be calculated automatically by website.

**3.5** The tenderers shall pay as Earnest Money a sum of Rs.40680/- (Rupees Forty Thousand Six hundred and Eighty only) by NEFT or a demand draft or Bank Guarantee in favor of Reserve Bank of India, Nagpur, drawn on a scheduled bank After receiving the EMD DD. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. EMD shall be forfeited in the case of the Successful Tenderer, if not attended /refused and fails to complete the work within the prescribed time limit.

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

**3.7** The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

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

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

- 3.8.1.1 Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled Bank in India.
- 3.8.1.2 Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- 3.8.1.3 List of deviations, if any, in commercial terms and conditions.
- 3.8.1.4 List of deviation, if any, in technical specification.
- 3.8.1.5 Any other technical information the tenderer wishes to furnish.
- 3.8.2 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.
- 3.8.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. 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.
- 3.8.4 The tenderers shall submit 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.

### 3.9 Scope of Work

- 3.9.1 The scope of work shall include the following.
  - Design, Manufacture and Delivery of all equipment's materials to Bank's site at Nagpur including packing, handling, transporting, loading/unloading at site in Nagpur
  - Erection, testing, commission of UVGI system in the AHUs and handing over the same to Bank
  - Providing service during warranty period. Spares required, if any, will be supplied by the Bank.
  - Dismantling and Re-assembling of any part of the AHU, required to install and commission the UVGI system in the AHUs.
  - **The installation of UVGI system in the AHUs shall be inspected and certified by the Original Equipment Manufacturer (OEM) of the UVGI assembly before handing over of the same to Bank.**
- 3.9.2 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
- 3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.
- 3.9.4 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the A.C. system.

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

### **3.10 Validity of 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.

### **3.11 Lowest Tender Not Necessarily To Be Accepted**

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

3.11.2 The tenderer whose 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 tenders, even though the Bank may elect to modify/withdraw the tender

### **3.12 Earnest Money, Security Deposit**

3.12.1 Intending tenderers shall pay as Earnest Money a sum of Rs.40680/- by NEFT/demand draft drawn on scheduled bank payable to Reserve Bank of India, Nagpur. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee issued by a scheduled bank for an equivalent amount towards EMD as per proforma enclosed. The Bank Guarantee shall be in a format given at [Annexure I](#) and shall remain un-discharged for such period as may be specified for keeping the tender open. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be enforced.

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

3.12.3 The above Bank Guarantee shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards **Security Deposit** in the enclosed format ([Annexure II](#)) or on non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept valid.

3.12.4 If the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

3.12.5 If the successful Tenderer fails to furnish the Bank Guarantee towards Security Deposit, the EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee toward EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

3.12.6 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.

3.12.7 The tenderer shall furnish a separate **Bank guarantee of 10% of the contract value as Security for due fulfilment of terms and obligation of defects liability period and services during AMC**. The amount of Bank Guarantee will be valid for five years from the date of handing over of the system to the Bank. After that BG of 5% of the quoted rate will have to submit for further period of 3 years.

### 3.13 Terms 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.

- **60% of the quoted rate pro-rata against receipt of the material at site and on submission of the following documents:**
  - i) **Manufacturer's Inspection and Test Certificates**
  - ii) **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 of cost to the Bank.**
  - iii) **Policies of insurance covering all the risks during storage, installation, commissioning, testing and handing over including third party liabilities including the Covid-19 related insurance policy.**
    - **35% of the quoted rate pro-rata against erection, testing, commissioning and handing over of the entire system subject to submission of BG of equal amount (as per clause 3.12.7 above). (The installation of UVGI system shall be inspected and certified by the Original Equipment Manufacturer (OEM) of the UVGI assembly before handing over of the same.)**
    - **Balance 5% of the quoted rate of the work will be released after completion of one year's defect liability period.**

### 3.14 Taxes

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, service tax, GST etc. as 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.

### 3.15 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the 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.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.20.34 lakhs and with a limit of Rs. 5 lakh per accident.
- The Covid-19 related insurance policy as applicable

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

### 3.16 Completion Period

- 3.161 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 10<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract.
- 3.162 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.
- 3.163 Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

### 3.17 Warranty/ Defects Liability Period

- 3.17.1 The equipments and materials supplied under this contract shall be guaranteed against all types of defects (manufacturing or workmanship) for a period of **one(1)** year from the date of commissioning and successful operation of the of the system which will be considered as the virtual date of completion. Any defect in the system/sub- assemblies found within the defects liability period shall be rectified/ replaced by the tenderer free of cost. During this period, servicing / checking at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free of cost including annual servicing of the system This guarantee shall also cover consumables as required for servicing of the system. During the currency of the defects liability period, if the downtime of any equipment supplied exceeds one working day, **a penalty in the form of extension of the Defects Liability period with equal number of days will be levied.** The tenderer shall also ensure that the required spares etc. for proper maintenance are readily available with them.
- 3.17.2 The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the successful tenderer shall make periodical inspection

of the working of the system free of charge at least once in three months or less and attend to various equipments and other service/settings that may be required of him.

### 3.18 Annual Maintenance Contract (AMC) after DLP period

The scope of work shall include the following:

(i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ checking of safeties etc. to ensure smooth and trouble-free working of the UVGI system.

(ii) Repairs/ replacement to the parts including UV Lamps in the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ and any other component, part or whole, which may need replacement/ repairs. **Spare parts / consumables required will be supplied by Bank.**

(iii) All manufacturers preventive maintenance schedules/ replacement periodicity of components like lamps, electrical/electronic parts including checking of safety devices, protections etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above. The list of spare parts required to be replaced during preventive maintenance shall be communicated to the Bank three months in advance.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to any number of breakdown calls.

#### (A) Penalty for delay in service during warranty and AMC period:

During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any UVGI system is kept minimum and the complaint shall be attended within 24 hours of receiving the complaint. In case, the system remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of AMC of the said UVGI system/ 365) shall be recovered from the payment due to the vendor.

They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.

The payment towards AMC charges will be made quarterly after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the Bank's Engineer.

The service contract shall be renewed for a further additional period of at least 4 years after the initial annual service contact period of three years after one-year warranty. While renewing the contract, the new contract amount will be arrived at based on following formula:

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

CPI <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.

### 3.19 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 office Building, Nagpur

### 3.20 Signing of Contract Agreement

- 3201 The General instructions to the tenderers and special conditions, conditions hereinbefore 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.
- 3202 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.
- 3203 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.
- 3204 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.
- 3205 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

### 3.21 Language

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

### 3.22 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.

### 3.23 Evaluation of Tender

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of noncomprehensive annual maintenance service charges (AMC) for 4 years. Tenders will, therefore, be evaluated based on the following formulae:

**Total owing cost = Quoted capital cost + Quoted charges for noncomprehensive maintenance service contract per annum x Multiplying Factor (MF) (MF = 5.632)**

For calculating the NPV of service contract charges, the following factors have been applied:

a	Life of the Equipment	7 years excluding defect liability period
b	Increase (Escalation)	5% per annum
c	Discount factor	8% per annum
d	Period of contract	8 years from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of service

### 3.24 Testing

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works and then cleared for shipment. 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 designated site during the period of defects liability.

### 3.25 Drawings

All required drawings for equipment lay out inside the AHU/plant room and piping/ducting layout should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

### 3.26 Other Issues

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

3.26.2 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 the drawings, inspect the



site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

- 3263 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.
- 3264 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- 3265 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.
- 3266 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.
- 3267 The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.
- 3268 The successful tenderer shall follow Covid 19 related guidelines laid down by State Government and strictly adhere to the same while working inside the Bank's Premises.

### **3.27 Safety Code**

- 327.1 First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- 3272 The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- 3273 Suitable and strong scaffoldings should be provided for workmen for all works that cannot safely be done from ground.
- 3274 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.

- 327.5 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.
- 327.6 Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 327.7 No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
- 327.8 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.
- 327.9 Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 327.10 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 327.11 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.
- 327.12 Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- 327.13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

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

Signature of tenderer

Address

Date

## Section IV - The Conditions Hereinafter Referred To

### 4.1 Interpretation Clause

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

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean a company incorporated _____ under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	“Banks Engineer”	The term “Bank’s Engineer” shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank’s Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank’s Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank’s Engineer with the prior concurrence in writing of the Employer. The Bank’s Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank’s Engineer/Bank’s representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank’s Engineer

(f)	"Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(h)	"Net Prices"	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the 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 Design, Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur.

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

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

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

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor including removal of any scrap / wastage from the site.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 4.19 hereof.

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

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

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

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

#### **4.4 Drawings, 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, all Drawings and 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 the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

#### **4.6 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.13 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 Assignments and Sub-letting**

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

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

#### **4.13 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 respective clause 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.

#### **4.14 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.

#### **4.15 Measurement of Works**

**4.15.1** 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.

**4.15.2** 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.

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

#### **4.16 Prices for extra etc. ascertainment of**

**4.16.1** The Contractor may, when authorised 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 authorisation 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

**4.16.2** No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

**4.16.2.1** (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.

**4.16.2.2** 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.

**4.16.2.3** Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or 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.



**4.16.2.4** Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.

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

#### **4.17 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.

#### **4.18 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.

#### **4.19 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 12s months from the date of commissioning 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 and in the event of the amount retained under Clause 4.32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in Clauses 4.13 and 4.22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

#### **4.20 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.

#### **4.21 Nominated Sub-Contractor**

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

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

4.21.2.1 That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

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

4.21.2.3 Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

#### **4.22 Other persons employed by Employer**

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

and the Contractor shall not be reasonable for any damage or delay which may happen to or occasioned by such work.

#### **4.23 Insurance in respect of damage to person and property**

**4.23.1** 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.

**4.23.2** 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.

**4.23.3** 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.

**4.23.4.** 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.

**4.23.5** 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.

#### **4.24 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 authorised 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 premium 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 premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in 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.

#### **4.25 Date of Commencement and Completion**

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

#### **4.26. Damages for Non-completion**

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 28 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works

shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

#### **4.27 Delay and Extension of Time**

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

#### **4.28 Failure by Contractor to comply with Employer's instructions**

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

#### **4.29 Termination of Contract by the Employer**

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

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

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

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

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

Or if the Employer determine that the Contractor

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

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

#### **4.30 Termination of Contract by Contractor**

- 4.30.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the

Employer shall repudiate the Contract, or if the works be stopped for one 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.

4.30.2 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 17 hereof.

#### **4.31 Certificates and Payments**

4.31.1 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be upto the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4. 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

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

#### **4.32 Delayed Payment**

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

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

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2(a), 2(b), 4,7,12,19,28 (a,b,c,d,f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 35 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

#### **4.34 Settlement of dispute by arbitration**

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

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

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

The venue of arbitration shall be Nagpur, INDIA.

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



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

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

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

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

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

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

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

#### **4.36 Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The

Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **4.37 Abandonment of Works**

At any time after acceptance of the 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.

#### **4.38 Return of surplus materials**

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

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

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

#### **4.40 Marginal Notes**

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

**Section (V)**

**Appendix Hereinbefore Referred To**

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 4.21 of the section " <b>Conditions Hereinafter Referred To</b> ".
2.	Period of Final Measurement	3 months
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 contract value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 5 lakhs
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Seal & signature of Contractor

## SECTION VI

(Appendix I)

### Check List

**Design , Supply, Installation, Testing & Commissioning of UVGI  
Assembly in the Air Handling Units (AHUs) for Bank's Main and  
Additional Office Building at Nagpur**

Commercial Conditions

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Acceptance of Bank's terms (YES/NO)</b>
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs.40680/-	
3	Terms of payment	<b>As per clause No. 3.13</b>	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	12 months from date of handing over.	
6	Service after sales	Free of cost during the Guarantee period including replacement of any material/assembly/equipment/spares /labour if found necessary.	
7	Completion period	Eight weeks from 14th day of the letter of award of work.	
8	Liquidated damages	0.25 % of the contract amount per week of delay subject to a maximum of 10% of the contract value.	
9	Penalty for delay in providing service	As per applicable clause 3.17 & 3.18 in Part I of the tender	
10	Spare parts / Tools to be supplied at free cost	As per clause 3.9.5	

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

Place  
Date

Signature of Contractor

Name  
Designation  
Seal of the  
firm





## Section (IX)

### (9) Technical Specifications

#### **9.0 Scope of the Work**

1. The vendor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- The removal from the site of any materials brought thereon by the vendor and the substitution of any other material therefor.
- The removal and/or re-execution of any works executed by the vendor.
- The dismissal from the works of any persons employed thereupon.
- The opening up for inspections of any work covered up.
- The amending and making good of any defects.

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

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

2. The vendor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Vendor he shall herewith return to the Bank's Engineer all Drawings and Specifications.
3. The Vendor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Vendor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

#### **4) Technical specifications of Ultra Violet Germicidal Irradiation system**

- A) General:** The UVGI System shall be provided with the primary objective of achieving substantial reduction in microbial count, both airborne and on the surface of cooling coil.

## **B) Selection Criteria /Basis Of Design :**

- a. The UVGI system shall be designed to cover the entire face area of the cooling coil and to achieve UVC (254 nm wavelength) irradiation with an exposure time of 15 minutes at irradiation intensity of 4016  $\mu\text{W}/\text{cm}^2$  based on ISHRAE recommendation.
- b. The UVGI system shall be designed to achieve log 2 deactivation of microbial growth on the cooling coil. Subsequently, the UVGI system switching based on site requirement can be done to ensure that the microbial growth does not recur).
- c. The number of lamps in an UVGI System shall be calculated to ensure the minimum Average Intensity of  $100\mu\text{W}/\text{cm}^2$  on the surface of cooling coil is achieved.
- d. An undertaking from manufacturer regarding rectification/replacement of UV Lamps during effective life as specified by manufacturer shall be provided by successful tenderer. In case, the vendor fails to take remedial action, manufacturer shall provide the service as per requirement

## **C) Specifications :**

### **I. General :**

- a. The UVGI system shall be suitable to operate with 220-240 V, single phase A.C. supply. The power supply to the system shall be made available in the AHU room by the Bank. **The entire UVGI system shall be factory tested with test certificate from the third party inspection agency of National/International repute.**
- b. The UVGI system shall be suitable for installation in an AHU without any modification to the blower/AHU.
- c. The UVGI system shall be installed in front of cooling coil with lamp facing coil to cover the drain pan.
- d. The selection and placement of the UVGI system shall ensure full irradiation of the entire face area of the cooling coil and drain pan.
- e. The UVGI System shall be mounted in such a manner that lamps are in perpendicular plane to air flow.
- f. The electronic driver shall be installed in the control panel outside the AHU to avoid any effect on the electronic components due to moisture and to avoid additional heat generated load in AHU.
- g. Vendor should ensure that adequate safety precautions has been taken to safeguard the operator from any health hazards due to UV radiation by providing suitable on/off switch control mechanism.

### **II. UV Lamps:**

The UV lamps shall meet following criteria:

- a. Lamp shall be High Output (HO) Quartz type, with current efficient.
- b. The lamp shall produce UVC as required to achieve the required parameters.

### **III. Support and framework:**

- a. The entire framework and support inside AHU shall be fabricated out of Aluminum Alloy. All material used shall be UV resistant.
- b. The framework shall be free standing and suitable for quick assembly.
- c. The reflectors shall be in Aluminum Alloy of high UV reflectivity and parabolic in shape.
- d. All parts should be corrosion resistant.



**IV. Control Panel :** Shall consist of the following :

- a. Electronic ballasts with high power factor of  $> 0.90$ ,  $THD \leq 10\%$ .
- b. The ballasts shall be constant current output ballast over input voltage range of 190 to 270 VAC, single phase.
- c. Microprocessor based control panel with 4 X80 LCD Display.
- d. Individual Lamp run hours for timely and easy replacement
- e. Individual lamp On/Off/Error Indicator
- f. Real Time Clock to have the exact time and duration of the system and individual lamps.
- g. Programmable Real time On/Off switching for system
- h. Ballast Protection Circuit
- i. Lamp change reminder on Display
- j. ON/Off for incoming power - Mains Power

**V. Safety :**

- a. Ballast Protection Circuit is provided in Control panel to ensure ballast is turned off for protecting it after 2 minutes if the lamp does not start.
- b. Fire resistant FRLS cables.
- c. Proper UV caution labels shall be applied to control panel and on the AHU sides and strategic points.

**D) Certificates:**

The supplier shall provide manufacturer's test certificates for main items like lamp, ballast, system etc.

**Installation:-**

The UVGI lamps shall be mounted on a self-supporting rigid frame and the flow of air shall be perpendicular to the direction of air flow.

All safety and certification from UL or any other accredited lab will have to be attached with the technical submittal of the lamp.

**Testing & Commissioning:**

The intensity of the UV Lamps across the coil will be measured using a calibrated radiometer. The Scope of this section comprises the Design, supply, installation, testing and commissioning of UVGI assembly units conforming to these Specifications and in accordance with requirements.

Wherein Ultraviolet Germicidal Irradiation (UVGI) is a disinfection method that uses short-wavelength ultraviolet (UV) light to kill or inactivate microorganisms by destroying nucleic acids and disrupting their DNA, leaving them unable to perform their vital cellular functions. UVGI can be used to disinfect air with prolonged exposure. Disinfection is a function of UV intensity and time.

**The scope of work shall include Design supply, installation testing and commissioning of the followings:**

1. Germicidal UV Lamps of adequate capacity and number
2. Reflectors
3. UVGI control Panel (IP54 rated) containing High-efficiency UV ballast and required switchgear. Control Panel must have Lamp replacement reminder, Audio visual lamp replacement reminder, lamp usage meter and a potential free contact for BMS integration. There should be a separate control panel for each AHU.
4. Lamp Harness – as per site requirement.
5. Mounting hardware for UV Lamps.
6. Cable from UVGI Panel to AHU Panel – as per site requirement
7. Any other item required for successful installation and operation of the UVGI Assembly for the intended purpose.

**1. CAPACITY & DIMENSION:**

The UVGI Assemblies shall be having specifications so as to be suitable for installing in the AHUs as tabulated below –

**UVGI Assembly in AHU installed at MOB:**

S. No.	CFM / AHU (Approx.)	AHU Qty	Location (Floor)	AHU Coil Dimensions (mm)	
				Width	Height
1	23600	1	Basement	2640	960
2	23600	1	Basement	2640	920
3	17640	1	Ground	1800	1200
4	12980	2	Ground	1800	1070
5	12980	1	Ground	2070	1200
6	23520	2	Ground	2420	880
7	17640	1	Mezzanine	2260	1390
8	29400	2	First	2670	940
9	23520	1	First	2420	1580
10	11800	1	First	2060	1260
<b>Total</b>		<b>13</b>			

**UVGI Assembly in AHU installed at AOB:**

<b>S. No.</b>	<b>CFM / AHU (Approx.)</b>	<b>AHU Qty</b>	<b>Location (Floor)</b>	<b>AHU Coil Dimensions (mm)</b>	
				<b>Width</b>	<b>Height</b>
1	23520	1	Basement	2240	1820
2	23520	1	Ground	2240	1820
3	23520	1	Ground	2240	1820
4	23520	1	Second	2330	1690
5	23520	1	Second	2330	1690
<b>Total</b>		<b>05</b>			

**However, it is advised that bidders may visit the site and be satisfied about the dimensions and topography before quoting for the tender.**

**SECTION X**

(To be furnished by the bidder)

**UV Lamps – Technical Data Sheet**

In UV system offered by the bidder to achieve the objective as outlined in the Scope of Work, the contractor shall be required to submit the test certificates/chemical properties / composition/ characteristics/ Specification of their proposed UV system along with a detailed design report

Offered make of UV lamps:

Details of the offered models of UV lamps:

S. No.	Model	Power (Watt)	Nominal Length (mm)	UV Intensity @1m (uW-sec/cm2)	Current (mA)	Dia. (mm)	Wavelength (nm)	Effective Life (Hours)
1								
2								
3								
4								
5								
6								

**General Information:**

<b>Standard Features</b>	Reflector Type	
	Reflector MOC (Aluminium)	Yes/No
	Lamp Failure Indication	Yes/No
	Effective Lamp Life	_____Hours
	Ballast Type	
<b>Automation Features for Remote Operation</b>	Lamp Replacement Reminder	Yes/No
	Lamp Failure Indication	Yes/No
	Potential Free Contacts for and BMS Integration	Yes/No
	Lamp Usage Meter (for each)	Yes/No
	Wavelength Selective Radiometer (i/c Filter or not).	Yes/No
	4-20 mA Output Signal	Yes/No
	RS485 / MODBUS Interface for BMS Connectivity	Yes/No
	Remote Lamp On-Off (hardwire or MODBUS)	Yes/No

**Note:** Test Certificates from the OEM against each variant of UV Lamps shall be submitted.

**Configuration details of the offered UVGI Assembly for each AHU:**

S. No.	AHU Location (Floor)	CFM (approx.)	Cooling Coil		Offered UV Lamp Model and their quantity	Total Wattage (W)	Avg. Intensity Microwatts/ Sq.CM @1m
			Width (mm)	Height (mm)			
<b>A Main Office Building</b>							
1	Basement	23600	2640	960			
2	Basement	23600	2640	920			
3	Ground	17640	1800	1200			
4	Ground	12980	1800	1070			
5	Ground	12980	1800	1070			
6	Ground	12980	2070	1200			
7	Ground	23520	2420	880			
8	Ground	23520	2420	880			
9	Mezzanine	17640	2260	1390			
10	First	29400	2670	940			
11	First	29400	2670	940			
12	First	23520	2420	1580			
13	First	11800	2060	1260			
<b>B Additional Office Building</b>							
14	Basement	23520	2240	1820			
15	Ground	23520	2240	1820			
16	Ground	23520	2240	1820			
17	Second	23520	2330	1690			
18	Second	23520	2330	1690			

## Section XI

### Annexure I

#### 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 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 Design, supply, installation, commissioning and testing of UVGI Assembly in the Air Handling Units(AHUs) for the Bank's Main and Additional Office building at Nagpur 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 UVGI system for Nagpur Office. 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)

**Proforma of Bank Guarantee for Security Deposit**

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

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

To:

The Regional Director  
Estate Department  
Reserve Bank of India  
Nagpur

Dear Sir

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR only) furnishable to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for Supply, Installation, Testing & Commissioning of UVGI Assembly in the Air Handling Units (AHUs) for Bank's Main and Additional Office Building at Nagpur 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 uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

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

**SIGNED AND DELIVERED**

(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)  
BRANCH MANAGER  
(Banker's Seal)  
Address \_\_\_\_\_

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We ..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of .....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "Design, Supply, Installation, Testing and Commissioning of UVGI Assembly at Air handling units for Bank's Main and Additional Office Building Nagpur" for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the saidProject.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

**FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER**

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

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Actual date of Completion
6. Whether the contract was renewed
7. Detail of compensation levied for Delay or any other reason (Indicate amount)
8. Gross amount of the work completed and paid
9. Name and address of the authority Under whom work executed
10. Whether the contractor employed Qualified supervisor during execution of work?
- 11.i) Quality of work (indicate grading) Outstanding/Very Good/Good/Satisfactory/Poor
- ii) Amount of work paid on reduced rate, if any.
- 12.i) Did the contractor go for arbitration?
- ii) If yes, total amount of claim
- iii) Total Amount awarded
13. Comments on the capabilities of the Contractor
- a) Technical Proficiency Outstanding/Very Good/ Good/Satisfactory/Poor
- b) Financial soundness Outstanding/Very Good/ Good/Satisfactory/Poor
- c) Mobilization of adequate T&P Outstanding/Very Good/Good/Satisfactory/Poor
- d) Mobilization of Manpower Outstanding/Very Good/Good/Satisfactory/Poor
- e) General Behavior Outstanding/Very Good/ Good/Satisfactory/Poor

Note: All Columns should be filled in properly Reporting officer\* with office Seal

\*Countersigned

\*Officer of the rank of executive engineer or equivalent

**FORMAT OF BANKER'S CERTIFICATE**

1. Composition of the firm (whether Partnership/private limited/Proprietorship/Public limited)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Turnover of the firm for the last 3 financial year (Year wise).  
2020 - 2021  
2019 – 2020  
2018 – 2019
4. Credit facility / Overdraft Facility enjoyed by the firm
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 work estimated to cost Rs.20.34 Lakhs.

Seal & Signature  
for the Bank

Note:

1. Banker's Certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Estate Department, Nagpur - 440001
2. In case of Partnership firm, certificate should include name of all partners as recorded with the Bank

**Section XII**  
**Un Priced Bill of Quantities**

S. No	Description	Qty.
1	Design, Supply, installation, testing & Commissioning of AHU coil mounted UV system for maintaining Indoor Air Quality through coil microbe disinfection & cleaning without the need for regular chemical cleaning. UV modules should factory fabricated support. UV system supplied must be in strict conformity with the technical specifications as specified in the technical specification and as per site requirement, as directed by the Bank's Engineer, to be installed inside AHUs as per the following. Rates quoted above should be inclusive of all taxes, freight charges, transportation and loading and unloading of material on site.	
<b>UVGI Assembly in AHU at MOB</b>		
	CFM (Approx.)	Cooling Coil Dimension (Approx.)
		Width (MM)                      Height (MM)
i)	23600	2640                      960
ii)	23600	2640                      920
iii)	17640	1800                      1200
iv)	12980	1800                      1070
v)	12980	2070                      1200
vi)	23520	2420                      880
vii)	17640	2260                      1390
viii)	29400	2670                      940
ix)	23520	2420                      1580
x)	11800	2060                      1260
<b>UVGI Assembly in AHU at AOB</b>		
xi)	23520	2240                      1820
xiv)	23520	2330                      1690
2	Charges for noncomprehensive annual maintenance contract for above mentioned UVGI system including upgradation if required during & after defect liability period as per terms and conditions. Spare parts / consumables required will be supplied by the Bank. Rates should be inclusive of all taxes.  Rates shall remain same for an initial period of 03 years after expiry of DLP	L/S

Date \_\_\_\_\_

Place \_\_\_\_\_  
& seal

Seal and signature of the tenderer



**Reserve Bank of India  
Estate Department  
Nagpur**

**Tenders for  
Design, Supply, Installation, Testing & Commissioning of UVGI  
Assembly in the Air Handling Units (AHUs) for Bank's Main and  
Additional Office Buildings at Nagpur**

**Part II**

**Schedule of Quantities (Prices Only)**

**Name of the Tenderer:** \_\_\_\_\_

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

\_\_\_\_\_

## Schedule of Quantities

### PART –II (Price Bid)

Sr. No	Description	Qty.	Rate (Rs.)	Amount (Rs.)																																														
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Date \_\_\_\_\_  
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Seal & signature of the tenderer