



**Estate Department
Reserve Bank of India
Hyderabad**

Notice Inviting Tender

Design, Supply, Installation, testing and Commissioning of UVGI System for Air Handling Units (AHUs) at Main Office Building, Reserve Bank of India, Hyderabad

Reserve Bank of India, Hyderabad invites e-Tender through MSTC for Design, Supply, Installation, testing and Commissioning of UVGI System for Air Handling Units (AHUs) at Main Office Building, Reserve Bank of India, Hyderabad. The e-Tender along with the detailed Notice Inviting Tender (NIT) and Pre-qualification criteria are available at the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>) under the menu "Tenders".

2. All interested bidders must register themselves with MSTC through the above-mentioned website to participate in the tendering process.
3. The estimated cost of the work is ₹21 lakh, however the actual amount may vary.
4. The Schedule of e-Tendering process is as follows:

a. e-Tender Name	Design, Supply, Installation, testing and Commissioning of UVGI System for Air Handling Units (AHUs) at Main Office Building, Reserve Bank of India, Hyderabad
b. e-Tender no	RBI/Hyderabad/Estate/58/21-22/ET/77
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprochome/rbi)
d. Date of NIT available to parties to download	August 10, 2021
e. Date of Pre-Bid meeting	August 17, 2021 at 11:30 AM
f. Earnest Money Deposit	₹ 42,000.00 (₹ Forty-two thousand only) from all the bidders in the form of NEFT/ Demand Draft/BG in Bank's format as in Annex-II in favour of Reserve Bank of India, Hyderabad before 02:00 PM of September 02, 2021. <u>Details for NEFT</u> IFSC Code – RBIS0NEFTHY (0 is zero) A/c number – 8614038 Beneficiary Name: Reserve Bank of India, Hyderabad

	Your Firm's Name Remarks: Air Disinfecting System for Central Air-conditioning
g. Last date of submission of EMD	Up to 02:00 PM on September 02, 2021
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10:00 AM of August 20, 2021
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM on September 02, 2021
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	3:00 PM on September 02, 2021
k. Date & Time of opening of Part- II (i.e. Price Bid)	Will be informed to all the eligible bidders

5. Eligibility Criteria: -

Only those contractors, who are expert in central air-conditioning and fulfil the following pre-qualification criteria, will be considered eligible to participate:

(i) Tenderers/ contractors should have **minimum 3 years of experience** in the field of undertaking similar works viz. UVGI / air disinfecting system in the centralized air conditioning/ Air Handling Units for the large office buildings/commercial premises/industrial houses and have, during the last 3 years (works completed as on June 2021) executed successfully similar works individually costing as under:

(a) One work each costing not less than 80 % of estimated cost

OR

(b) Two works each costing not less than 50 % of estimated cost

OR

(c) Three works costing not less than 40 % of estimated cost

(ii) Have a minimum yearly turnover of Rs.21 lakh during the last 3 financial years

(iii) Have a service set up at **Hyderabad and/or Secunderabad** for rendering after sales service.

In support of the pre-qualification criteria, tenderers are advised to upload the relevant document, indicating the UVGI/air-disinfecting system, such as work order and work completion certificate/ authenticated BOQ etc. in case of Government/ PSU/renowned/ listed organizations. In case of a private organization experience, TDS certificate for the said work is to be uploaded. Price bid/part-II shall be opened of only those tenderers who fulfil the eligibility criteria.

A tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.

6. The Part-II, i.e., Price-bid will be opened on the same day or later as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

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

All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director



RESERVE BANK OF INDIA
ESTATE DEPARTMENT, HYDERABAD

**Tender for Design, Supply, Installation, Testing & Commissioning of
UVGI system for Air Handling Units(AHUs) at Bank's Office Building,
Hyderabad**

E-tender No: RBI/Hyderabad/Estate/58/21-22/ET/77

Part I

Name of the tenderer _____

Address _____

Date of Pre-Bid Meeting: August 17, 2021 at 11:30 hrs.

Last Date of Submission: September 02, 2021 till 14:00 hrs.

Date of Opening Tender: September 02, 2021 at 15:00 hrs.

Important instructions for E-procurement

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

1 Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC E-procurement portal which is **free of cost**. Only after registration, the vendor(s) can submit his/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).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their 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).

Contact person (RBI, Hyderabad):

1. Suraj Patil (Sr Asst.) – 040-23267107 (surajpatil@rbi.org.in)
2. Aishwarya Sharma (AM) – 040-23267113 (aishwaryas@rbi.org.in)
3. Estate Department, 040-23267170 (estatehyderabad@rbi.org.in)

Contact person (MSTC Ltd):

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

Tender for DSITC of UVGI system for Air Handling Units at the Bank's Main Office Building, Hyderabad

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

B) System Requirement:

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

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- ☐ Tools => Internet Options => Security => Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings:
- ☐ Tools => Internet Options => General => Click on Settings under "Browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- ☐ To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2 The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprochome/rbi>. Tenders will be opened electronically on specified date and time as given in the Tender.

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

4 Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

5 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).

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

- 7 a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <https://www.mstcecommerce.com> → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live Event.
- c) The vendor should 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.
- d) 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 & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- e) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the 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.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

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

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.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome/rbi> to familiarize them with the system before bidding.

Important Note

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

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Section I
Form of Tender

Place _____

Date _____

To,

Smt. K Nikhila
Regional Director,
Estate Department
Reserve Bank of India
Hyderabad

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 and commissioning of UVGI System with proper mounting stands for AHUs in Bank's Office Building at Hyderabad.
(b)	Estimated cost	Rs.21.00 lakh
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.42, 000/-
(e)	Time allowed for completion of work from the date of letter advising acceptance of tender.	30 Days

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. We have deposited a sum of Rs.42,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
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

Section II

करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, हैदराबाद जिसका केंद्रीय कार्यालय मुंबई 400 001 में है (जिसे इसके बाद "नियोक्ता " कहा गया है) और दूसरी ओर से ----- कंपनी (जिसे इसके बाद " ठेकेदार " कहा गया है) के बीच के-----दिन, वर्ष ----- को किया गया ।

ARTICLES OF AGREEMENT made the _____ day of _____, 20____ between the RESERVE BANK OF INDIA, HYDERABAD having its Central Office at Mumbai - 400 001. (hereinafter called "the Employer") of the one part and _____ an individual / a firm / Company having its Registered Office at _____ (hereinafter called the "Contractor") of the other part.

जबकि बैंक पर करवाने के लिएका कार्य -----

क है तथा किए जड़छुाने वाले कार्य का वर्णन करने वाले विनिर्देशनों को भारतीय रिज़र्व बैंक द्वारा तैयार किया है।

WHEREAS the Employer is desirous of awarding the work of _____ at Bank's _____ as per specifications describing the work to be done to be prepared by Reserve Bank of India.

और क्योंकि ठेकेदार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों " जिन्हें इसके बाद सामूहिक रूप से) तथाकथित शर्तें (कहा जाएगा "के अनुसार काम को उक्त ड्राइंग और या उक्त विनिर्देशन में वर्णित है और/काम की मात्रा की अनुसूची में शामिल हैपर उसमें निर्धारित संबंधित दर पर , पर..... गणना की गई कुल राशि या ऐसी अन्य देय राशि पर कहा "तथाकथित ठेका राशि" इसके बाद इसे) /तक की अवधि के लिए लागू तथा कोटेशन----- से ----- जो कि (जाएगाकार्य आदेश में दिए गए अनुसार कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees _____ as applicable for the period from _____ to _____ at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.

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

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

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 and described in the said specifications.

2. बैंक राशि तथाकथित शर्तों में समय पर देय होनेवाली अन्य- ठेकेदार को कथित ठेका राशि अथवा समय , तरीके से अदा करेगा।विनिर्दिष्ट
The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. उपरोक्त वर्णित शर्तों में भारतीय रिजर्व बैंक, हैदराबाद के संपदा विभाग के सहायक महाप्रबंधक(तकनीकी/संपदा), नियोक्ता की ओर से कार्य करेंगे।
In the said Conditions herein before mentioned, the Assistant General Manager (Estate/Technical) in charge of the Estate Department, Reserve Bank of India, Hyderabad shall act on behalf of the Employer.
4. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएँगी और इस करार का हिस्सा मानी जाएँगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः अपने कर्तव्य का पालन करेंगे।-तथाकथित शर्तों के अपने
The said conditions and Appendix thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. इसमें उल्लिखित प्लानवेज इस ठेके के आधारभूत घटक होंगे।करार एवं दस्ता ,
The Agreement and the Documents mentioned herein shall form the basis of this Contract.
6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की मात्रा और काम की प्रकृति बदलनेकोई मद , जोड़नेया किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।
The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. इस ठेके के अंतर्गत बैंक द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।
All Payments by the Employer under this Contract will be made only at Hyderabad.
8. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

9. इस संविदा के अलगअलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है।-
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
10. बैंक नियमों के अनुसार भविष्य में नवीनीकरण किया जाएगा।
Future renewals will be as per Bank's rules.
11. कार्य आदेश पत्र संख्या.....दिनांकसमझौते के हिस्से के रूप में होगा।
The work order letter no. _____ dated _____ will form part of the agreement.
12. ठेकेदार द्वारा टेंडर संविदा दर में एएमसी से संबंधित सभी नियम और शर्तों को माना जाएगा।/
All terms and conditions pertaining to AMC in the tender/ quotation will also be honored by the Contractor.
13. गैरठेकेदार को प्रत्यक्ष या परोक्ष रूप से सिलसिले में अपने ठेके दायित्वों के निर्वहन : प्रकटीकरण खण्ड- के दौरान ठेकेदार को यदि कोई जानकारी, सामग्री और बैंक के बुनियादी ढांचे उपकरण के / सिस्टम / होता है संबंध में विवरण प्राप्त हो तो उसका किसी अन्य पक्ष के पास खुलासा नहीं करेगा और इस समझौते के अनुसार वह उसे कड़ी गोपनीयता में ही रखेगा। ठेके के अंतर्गत जब तक आवश्यक हो इसका वहन करने के लिए आवश्यक हो या लागू नियमों का अनुपालन करना हो, ठेकेदार ठेके के विवरण को निजी और गोपनीय ही रखेगा। ठेकेदार नियोक्ता के पिछले लिखित अनुमति के बिना कहीं और किसी भी व्यापार या तकनीकी पेपर में या अन्य में किसी भी ब्यौरे को प्रकाशित नहीं करेगा, प्रकाशित करने के लिए अनुमति नहीं देगा, या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी का खुलासा करने के परिणाम स्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए उसकी क्षतिपूर्ति करेगा। इसके अनुपालन में विफल होने पर ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों को आगे बढ़ाने का हकदार होगा। ठेकेदार इस समझौते के तहत गोपनीय सूचना के गैर प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट हैं कि यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई की जाएगी।
इस समझौते के तहत गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार अपने कर्मचारियों के संबंध में आवश्यक कार्रवाई करेगा।
गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार द्वारा दायित्वों का वहन चाहे वह किसी भी कारण के लिए हो इस समझौते की समाप्ति या समाप्ति से बचा जाना इस पर निर्भर रहेगा।
Non-disclosure clause: "The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/Systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to

any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

14. यौन उत्पीड़न / SEXUAL HARASSMENT

" कार्य स्थान पर महिलाओं के यौन उत्पीड़न के लिए (निवारण, रोक और निपटान अधिनियम 2013) प्रावधानों के अनुसार एजेंसी पूरी तरह से अनुपालन हेतु पूर्णतः जिम्मेदार रहेगी। बैंक परिसर में यदि एजेंसी के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है तो एजेंसी द्वारा स्थापित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी तथा शिकायत के संबंध में एजेंसी उक्त अधिनियम के तहत योग्य कार्रवाई करना सुनिश्चित करेगी।

The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

बैंक की किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न के किसी भी शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति बैंक द्वारा संज्ञान में लिया जाएगा।

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

यदि घटना के मामले में ठेकेदार के कर्मचारी शामिल है तो ठेकेदार किसी भी मौद्रिक मुआवजे के भुगतान के लिए जिम्मेदार होगा। उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन अत्याचार साबित होता है तो बैंक के कर्मचारी को

मौद्रिक राहत मिलेगा। ठेकेदार कार्यस्थल और संबंधित मुद्दों पर यौन उत्पीड़न की रोकथाम के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

शासी भाषा: यह करार अंग्रेजी और हिंदी दोनों भाषाओं में निष्पादित किया गया है। अगर इस करार का हिंदी अनुवाद अंग्रेजी रूपांतरण के साथ विरोधाभासी हो या उसमें अधिक शर्तें दी गई हो अथवा वह अंग्रेजी रूपांतरण से भिन्न हो तो, अंग्रेजी रूपांतरण अभिभावी माना जाएगा।

Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

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

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

हस्ताक्षर खंड

भारतीय रिज़र्व बैंक क्षरित एवं सुपुर्दहैदराबाद की ओर से हस्ता ,

----- श्री

(नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए

1) -----

----- पता

2) -----

पता -----

(साक्षी)

SIGNED AND DELIVERED BY the

Reserve Bank of India by the hand of

Shri _____
(Name & Designation)

in the presence of

i) _____

Address _____

ii) _____

Address _____

(Witnesses)

ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द
----- श्री

(नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए

1) -----

----- पता

2) -----

पता -----

(साक्षी)

SIGNED AND DELIVERED BY

the Contractor by the hand of

Shri _____

Address _____

In the presence of:

1. _____

Address _____

Section III

Instructions and General Conditions of Contract

3.0 Submission of Tender

Online E-tenders are invited for the work “Design, Supply, installation and commissioning of UVGI System with proper mounting stands for AHUs in Bank’s Office Building at Hyderabad”. The tenders shall be submitted in online manner at MSTC ecommerce site. The work is estimated to cost **Rs.21.00 lakh** and is to be completed within a period of **1 month**.

Eligibility Criteria: -

Only those contractors, who are expert in central air-conditioning and fulfil the following pre-qualification criteria, will be considered eligible to participate:

(i) Tenderers/ contractors should have **minimum 3 years of experience** in the field of undertaking similar works viz. UVGI / air disinfecting system in the centralized air conditioning/ Air Handling Units for the large office buildings/commercial premises/industrial houses and have, during the last 3 years (works completed as on June 2021) executed successfully similar works individually costing as under:

(a) One work each costing not less than 80 % of estimated cost

OR

(b) Two works each costing not less than 50 % of estimated cost

OR

(c) Three works costing not less than 40 % of estimated cost

(ii) Have a minimum yearly turnover of Rs.21 lakh during the last 3 financial years

(iii) Have a service set up at **Hyderabad** for rendering after sales service.

In support of the pre-qualification criteria, tenderers are advised to upload the relevant document, indicating the UVGI/air-disinfecting system, such as work order and work completion certificate/ authenticated BOQ etc. in case of Government/ PSU/renowned/ listed organizations. In case of a private organization experience, TDS certificate for the said work is to be uploaded.

The tenderer need to submit the detailed design calculation preferable with simulation reports indicating the number of UV lamps, Wattage, Intensity and Dose of the system so as to meet the tender specification.

Price bid/part-II shall be opened of only those tenderers who fulfil the eligibility criteria.

A tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.

Tender for DSITC of UVGI system for Air Handling Units at the Bank’s Main Office Building, Hyderabad

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.

- 3.1 Intending tenderers shall pay as earnest money a sum of **Rs.42000/- in favour of Reserve Bank of India** by a demand draft or through NEFT or in the form of Bank Guarantee drawn on a Scheduled Bank along with the part I of the tender. The Earnest Money Deposit of **Rs. 42000/-** paid by the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. **EMD will be release after virtual completion of the work & submission of Bank guarantee of 10% of the contract value as Security as mentioned in clause No. 3.11.3.**

Details of NEFT are as below:

Beneficiary Name: Reserve Bank of India, Hyderabad

IFSC: RBIS0NEFTHY (0 is zero)

Account No.: 8614038

- 3.2 On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof.
- 3.3 The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
- 3.4 All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.5 Part I – Technical & Commercial

- 3.5.1 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 in envelop super scribing Part I. Earnest money in the form of DD/NEFT/Bank Guarantee shall be submitted on or before the scheduled date.

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

- (i) Earnest Money Deposit in the form of NEFT/DD/BG
- (ii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
- (iii) List of deviation, if any – Not applicable for this contract.
- (iv) Any other technical information the tenderer wishes to furnish.

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

3.5.4 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. **A tender containing deviation from the terms and conditions is liable to be rejected.**

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

3.5.6 All information, correspondence letters shall be submitted in duplicate and addressed to, Regional Director, Reserve Bank of India, Hyderabad.

3.6 Part II - Price

Part II containing prices only shall be submitted online as per the BOQ given in the tender.

- (a) This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Part II) both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms issued by the Bank to fill in the rates. The tender form must be filled in online only.
- (c) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (e) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

3.6 Opening of Tender

Part I of the tenders will be opened on **September 02, 2021** at 15:00 hrs. in the presence of tenderers, whosoever wishes to be present. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. In case of no conditions or deviations etc price bid will be opened on the same date of opening of Part-I. Tenderers or their authorized representatives should remain present during the opening of Part I and Part II of the tenders.

3.8 Scope of Work

3.8.1 There are total 16 AHUs of approximate capacities 26000 CFM (1 No.) 24000 CFM (4 No's), 20000CFM (2 Nos.), 17000 CFM (1 No), 16000 CFM (1 No), 14000 CFM (2 No's), 12000 CFM (2 Nos), 8000 CFM (1 No) and 6000CFM (2 Nos.). The scope of work shall include the following.

- Visiting site to ascertain exact size and details of the required components of AHUs.
- Designing and supplying sufficient power UVGI tubes/lamps of UV-C band for cooling coil and air disinfection with proper mounting stands for all AHUs. Intensity and dose of the UV arrangement/lamp should be as per the statutory requirement as recommended by ISHRAE or other standard institutes for fulfilling the specified purpose.
- Transportation, packing, unpacking and installing the materials at site. Removal of garbage and packing material.
- Providing all-inclusive service contract for UVGI system after completion of one-year warranty period.
- Dismantling and Re-assembling of any part of the AHU, required to install and commission the UVGI system in the AHUs.
- Commissioning, testing and handing over of the entire system to the Bank. The air quality after the work will be checked for effectiveness of the newly installed systems.
- The work shall be carried out only by workers wearing full PPE kits as recommended by ISHRAE.
- 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.

3.8.2 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.

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

3.8.4 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the UVGI system in AHU's.

3.8.5 **The contractor must ensure the UVGI intensity of minimum 4016 $\mu\text{W}/\text{Cm}^2$ and the same will be verified by the Bank's Engineer. The arrangement for measurement of intensity/dose after completion of work at site shall be done by the contractor. In case of a shortfall in the desired parameter, Bank will not be able to release the next due payment until rectification.**

3.9 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.

3.10 Lowest Tender Not Necessarily To Be Accepted

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

3.10.2 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.

3.11 Earnest Money & Security Deposit during Defect liability period and AMC

3.11.1 **The tenderer shall furnish an amount of Rs.42000/- in the form of DD/Bank Guarantee or through NEFT for Earnest Money Deposit (EMD) along with part I. The EMD shall be released on virtual completion of work after submission of Bank Guarantee as per clause 3.11.3 below.**

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

3.11.3 The tenderer shall furnish a separate irrevocable **Bank guarantee of proforma given in this tender for value of 10% of the contract amount as Security for due fulfilment of terms and obligation of defects liability period** from the date of commissioning and handing over of the works as specified in the tender to the Bank. The amount of Bank Guarantee will be valid till satisfactory completion of the defects liability period of one year.

3.11.4 After completion of defect liability period, a separate irrevocable Bank Guarantee(BG) of 5% of the contract amount with validity of 7 years is to be submitted towards the security for due fulfilment of terms and obligation of AMC period of minimum 7 years. Bank Guarantee of 10% amount as per clause 3.11.3 shall be released after satisfactory completion of defect liability period and submission of BG of amount 5% of the contract amount.

3.12 Terms of Payment

Tender for DSITC of UVGI system for Air Handling Units at the Bank's Main Office Building, Hyderabad

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.

- **70% 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 to the Bank.**
 - iii) **Policies of insurance covering all the risks during transit, storage, installation, commissioning, testing and handing over including third party liabilities and Fire insurance policy.**
- **20% of the quoted rate pro-rata against erection, testing, commissioning and handing over.**
- **Balance 10% of the quoted rate of the work will be released after handing over of the entire system subject to submission of BG of equal amount (as per clause 3.11.3 above) valid till completion of Defect Liability Period.**

3.13 Taxes

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

3.14 Insurance

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

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

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per accident.
- Fire Insurance

Note : These policies shall be valid till the completion of the work & in the joint name of RBI. 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 or any other action.

3.15 Completion Period

- 3.15.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 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.
- 3.15.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
- 3.15.3 Bank will provide storage space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.16 Warranty/ Defects Liability Period

- 3.16.1 The equipment 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 including all settings and adjustments as detailed under testing of air handling units section 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 the said period of 12 months, the successful tenderer shall make periodical inspection of the working of the newly supplied systems in AHU system free of charge at least once in two month in addition to any other breakdown calls shall be carried out free of cost including annual cleaning of coils during winter shutdown. This guarantee shall also cover replenishment of consumables such as detergent/chemicals for coil cleaning, oil etc. lost due to defective material or workmanship.
- During the currency of the defects liability period, if the downtime of any equipment supplied exceeds one day in case of minor repairs, three days in case major repairs a **penalty equivalent to twice the downtime will be levied in the form of extension**

of the Defects Liability period. They shall also ensure that the required spares etc. for proper maintenance are readily available with them.

3.17 Packing and Despatch

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 at Hyderabad.

3.18 Signing of Contract Agreement

- 3.18.1 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.
- 3.18.2 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.
- 3.18.3 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.
- 3.18.4 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.
- 3.18.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.19 Sufficiency of Schedule of Quantities

- 3.19.1 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.

3.19.2 The quantities in the schedule of quantities approximately indicate the total extent of work, but may vary to any extent and even be omitted thus altering the aggregate value of the contract. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 20% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project and with the concurrence of the employer, in excess of 20% of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 10% towards establishment charges, contractor's overhead and profit. The rate for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.

3.20 Language

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

3.21 Right to Accept Part Tender

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

3.22 Evaluation of Tender

Tenders will be evaluated on the basis of net owning cost i.e. on the basis of the quoted cost of works and the NPV of the comprehensive annual maintenance contract (AMC) as per the BOQ.

3.23 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.

3.24 Drawings

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

3.25 Other Issues

3.25.1 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.

- 3.25.2 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.
- 3.25.3 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each 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 totalled in order to show the aggregate value of the entire tender.
- 3.25.4 **Being the running office, vendor should ensure minimum disturbance and inconvenience to the office for the entire work in consultation with the Bank's Engineer to avoid any interruption in service during working days. Work may be preferably carried out during late evening/on Saturday/Sunday. The vendor should also note that any damage done on the walls, doors etc. of the existing AHU room on account of this work needs to be rectified free of cost.**
- 3.25.5 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 3.25.6 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.

3.26 **Minimum wages to the workman:**

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen. A certificate to that effect, every month, has to be submitted to the Bank during period of execution of work.

3.27 **Labour License:**

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

- 3.28 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.

3.29 **Non-Disclosure clause**

The Contractor shall not disclosed directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement to any third party and shall at all times hold the same in strictest confidence. The Contractors shall treat the details of the contract as private and confidential except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect of its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

3.30 Prevention of Sexual harassment

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.

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.

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.

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

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

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

Witness
Address
Date

Signature of tenderer
Address

Section-IV

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

a) "Employer"	Shall mean the Reserve Bank of India and Shall include its Assignees and successors.
b) 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 Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that
	in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean <u>Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad.</u>

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 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":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith 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 Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor 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 tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. 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 the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

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

7. **Materials and Workmanship to conform to description:** 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 contract and the Contractor shall furnish to the Employer 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.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so 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 to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's 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.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or 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 Assistant 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 a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting:** 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 not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer

thinks proper at any time during the progress of the works to make any alterations in, or addition 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. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 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.

15. **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.

16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

17. **Prices for extra** : The Contractor may, when authorised and shall, when directed, in writing by the 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 Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall

be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein. (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

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

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

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer 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 measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works.

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

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included 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.

- 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 Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings &

specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay 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.

- 20. Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them

within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction 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, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any 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 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 materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause

12 and 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 provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. Certificate of virtual completion and defects liability period : The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

22. Nominated Sub-Contractor : All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the 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 or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. Other persons employed by Employer: The Employer reserves the right to use premises

Tender for DSITC of UVGI system for Air Handling Units at the Bank's Main Office Building, Hyderabad

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

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other cause whatever in any 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 road, streets, foot-paths, bridges or ways as well as 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 it 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 or compensation or damages consequent upon such claim.

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

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 expenses 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 Architect 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 status 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, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the

Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. 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.

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

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
 - a. Rs.2,00,000/- per incidence
 - b. Rs.21,00,000/- for the contract period

25. **Insurance for work:** The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract**. Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 21 days from the commencement of the works**. In default of the contractor, insuring as provided above, the employer 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 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 deems fit.

26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be 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 bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here 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 money due to the Contractor.
28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed
- (a) by force major or
 - (b) by reason of any exceptionally inclement weather or
 - c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **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 supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first 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 Contractors.

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

Or shall charge or encumber this Contract or any payments due or which may become due

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to the Contractor hereunder.

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of to Law, then and in any of the said cases the Contractor shall be in 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 or the Contract.

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate 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 as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relive the Contractor from his liability under clause 21 and 36 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 with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names 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 sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4,5, 14, 20 (a, b, c,d and 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, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute

be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

Right of technical scrutiny of final bill

36. 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 of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

Employer entitled to cover compensation paid to workman

37. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or 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 the 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 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.

Abandonment of works

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

Return of surplus materials

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase 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 Bank having due regard to the conditions of the materials, the price to be determined not be 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 permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

Right of employer to terminate contract in the event of death of Contractor or individual

40. 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.

Place:

Date:

Sign and seal of the contractor

Section (IV)

Safety Code

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

FIRE SAFETY

- 1 Cutting / Drilling machine used and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets
- 2 Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- 3 Electrical Power cables /wires used shall not have any joints and shall be properly rated.
- 4 All electrical appliances i.e. welding machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- 5 Before commencing the welding for the first time on any day, fire section shall be informed and only after the site inspection by the fire officers / personals, work shall be started.
- 6 Two buckets of water and sand shall be kept in an easily accessible area on the site.
- 7 Fire extinguishers recommended and issued by fire officers shall be kept at site.
- 8 Used paints drums shall be stored in specified store only after closing them properly.
- 9 Personnel protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workman to prevent occupational health hazards.
- 10 The safety belt shall be provided by the contractor and used by the workman while working from height for more than 10' from ground level.
- 11 None of the passages near lift lobby and staircase shall be used for stacking /dumping any kind of materials/waste.
- 12 Both the staircase doors shall be normally closed
- 13 None of the fire extinguishers shall be removed/ shifted from its designated location.
- 14 Power supply shall be switched off from the mains when equipment are not in use.
- 15 Wood shavings and saw dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- 16 Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- 17 Battery operated emergency light/torches shall be provided by the contractor to the workman while working beyond office hours.

Section (V)

Check list

1.	Defects Liability Period	Twelve months from the date of Virtual Completion.
2.	Period of Final Measurement	1 month
3.	Date of Commencement	From the date of issue of work order.
4.	Date of Completion	30 days
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 lakh
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

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,
Regional Director
Reserve Bank of India
Estate office, Hyderabad,
Hyderabad

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 Design, Supply, Installation and Commissioning of UVGI Lamps with proper mounting stands for AHUs for the Hyderabad Office Building of RBI at Hyderabad as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated ____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date

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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 _____

Annexure - VI

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 Design, Supply, Installation and Commissioning of UVGI system with suitable mounting stands for AHUs in RBI Hyderabad office building on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs. 42000/-	
3	Terms of payment	As per clause No. 3.12	
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	30 days from 10th day of 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 3.16.1 in Part I of the tender	

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 (VII)

(7) Technical Specifications

7.0

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 Bank's requirements wherein Ultraviolet Germicidal Irradiation (UVGI) is a disinfection method that uses short- wavelength ultraviolet (UV) light to kill or inactivate microorganisms. UVGI can be used to disinfect air with sufficiently prolonged exposure.

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 Panel (IP54 rated) containing high-efficiency UV ballast and required switchgear
4. Lamp Harness – as per site requirement.
5. Mounting hardware/support 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.

7.1 CAPACITY & DIMENSION:

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

There are total 16 AHUs of approximate capacities 26000 CFM (1 No.) 24000 CFM (4 No's), 20000CFM (2 Nos.), 17000 CFM (1 No), 16000 CFM (1 No), 14000 CFM (2 No's), 12000 CFM (2 Nos), 8000 CFM (1 No) and 6000CFM (2 Nos.). The scope of work shall include the following.

- Visiting site to ascertain exact size and details of the required components of AHUs.
- Designing and supplying sufficient power UVGI tubes/lamps of UV-C band for cooling coil and air disinfection with proper mounting stands for all AHUs.
- Transportation, packing, unpacking and installing the materials at site. Removal of garbage and packing material.

- Providing all-inclusive service contract for UVGI system after completion of one-year warranty period.
- Commissioning, testing and handing over of the entire system to the Bank. The air quality after the work will be checked for effectiveness of the newly installed systems.
- The work shall be carried out only by workers wearing full PPE kits as recommended by ISHARE.
- The quality and capacity of UVGI should be sufficient to cater to load of disinfection of air-flow in all the specified AHUs without causing any leakage on the surface and installation should also be carried out to ensure the best safety standards.

7.2 Method of Operation:

UV light is an electromagnetic radiation with wavelengths shorter than visible light but longer than X-rays. UV can be separated into various ranges, with short-wavelength UV (UVC) considered as "germicidal UV". As, the wavelengths between about 200 nm and 300 nm are strongly absorbed by nucleic acids, the UV system using Mercury-based lamps operating at low vapor pressure emitting UV light at the 254 nm shall be used.

7.3 Effectiveness:

The effectiveness of germicidal UV depends on the length of time a microorganism is exposed to UV, the intensity and wavelength of the UV radiation, the presence of particles that can protect the microorganisms from UV, and a microorganism's ability to withstand UV during its exposure. The UVGI assembly system shall be designed to achieve highest effectiveness.

7.4 Safety :

In UVGI systems the lamps may be shielded or in such arrangements that limit the exposure, preferably with interlocks that automatically shut off the UV lamps if the system is opened for access by humans. For human beings, skin exposure to germicidal wavelengths of UV light can produce rapid sunburn and skin cancer. Exposure of the eyes to this UV radiation can produce extremely painful inflammation of the cornea and temporary or permanent vision impairment, up to and including blindness in some cases.

UV can damage the retina of the eye. So, proper enclosure arrangements should be present for the UVGI assembly offered by the bidders. Another potential danger in installing UVGI is production of ozone, which can be harmful to one's health. The UV Lamps, to be installed, shall

be so designed to release UVC that any UV light below 253 nm wavelengths will not be released, to minimize ozone production.

7.5 Important Features:

- a) The UVGI assembly shall prevent the formation of bio-film and ensure no microbial growth on the coil.
- b) The UVGI system shall be designed to cover the entire face area of the cooling coil.
- c) Lamp should be designed suitable for Indian HVAC condition. The UV lamps and ballast shall be UL/CE certified. The tenderers are advised to submit the proof of certificate along with the delivery of materials.
- d) 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.
- e) The UVGI system shall be suitable to operate with 230V, Single phase power supply.
- f) The entire UVGI system shall be factory tested with test certificate.
- g) The UVGI system shall be installed in front of cooling coil with lamp facing coil to cover the drain pan.
- h) The selection and placement of the UVGI system shall ensure full irradiation of the entire face area of the cooling coil and drain pan.
- i) The UVGI System shall be free standing and be mounted in such a manner that lamps are in perpendicular plane to air flow.
- j) 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 load in AHU.
- k) The lamp tube shall be of standard diameter and standard length in size.
- l) The lamp output shall not drop by more than 20% after 9000 hrs of operation.
- m) The entire framework and support inside AHU shall be fabricated out of Aluminum Alloy. All material used shall be UV resistant.
- n) The reflectors shall be made of aluminium alloy of high UV reflectivity and parabolic in shape.
- o) Electronic ballasts with high power factor of > 0.9 shall be provided.
- p) Individual lamp On/Off Indicator, lamp failure, individual lamp usage meter (Hr) and main power on/off switch shall be provided in the control panel.

Date:

Place:

Seal and Signature of the Bidder

8. Evaluation of tenders:

Tenders will be evaluated on the basis of capital cost of the system, and taking into account the effect of rates quoted for comprehensive service contract for a period of 7 years after the expiry of one year defect liability period.

Tenders will, therefore, be evaluated on the Net Present Value (NPV) of the net owning cost of the UPS System comprising of the

- a. Cost of UVGI system (A),
- b. NPV of comprehensive annual maintenance Service contract charges for the period of 7 years after 1 year defect liability period (C), which will be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8% .

(NPV factor (MF) for 8 years (1yr warranty+7 year AMC) = 5.632)

Net Owning Cost of System for tender evaluation = A+CxMF

9. Un-Price Bid

SNO	DESCRIPTION	QTY
1	Design, Supply, Installation, Testing and Commissioning of UVGI – C disinfectant system for cooling coil and air disinfection in the AHUs of following capacities including all mounting arrangement within AHU and control gears for UV systems, wiring and as described in the tender part-I and as directed by the Banks engineer.	
	26000 CFM	01 Nos.
	24000 CFM	04 Nos.
	20000 CFM	02 Nos.
	17000 CFM	01 Nos.
	16000 CFM	01 Nos.
	14000 CFM	02 Nos.
	12000 CFM	02 Nos.
	8000 CFM	01 Nos.
	6000 CFM	02 Nos.
	Total Amount	
	GST	
	Gross Amount	

Tender for DSITC of UVGI system for Air Handling Units at the Bank's Main Office Building, Hyderabad

2	Annual Maintenance Contract (AMC) All inclusive comprehensive AMC contract for UVGI system including replacement of tubes/lamps every year after completion of one year warranty period. The contract shall be renewed every year for a minimum of 7 years period after completion of warranty/defect liability period with nominal rise of 5% every year. Complaint shall be attended with in one working day failing which Rs 500 per day per AHU penalty shall be applied.	16 Nos.
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Place and Date

Seal and Signature of firm

PRICE-BID

DESIGN, SUPPLY, INSTALLATION, AND COMMISSIONING OF UVGI SYSTEM FOR Air Handling Units (AHUs)

SNO	DESCRIPTION	QTY	Rate in Rs.	Amount in Rs.
1	Design, Supply, Installation, Testing and Commissioning of UVGI-C disinfectant system for cooling coil and air disinfection in the AHUs of following capacities including all mounting arrangement within AHU and control gears for UV systems, wiring and as described in the tender part-I and as directed by the Banks engineer.			
	26000 CFM	01 Nos.		
	24000 CFM	04 Nos.		
	20000 CFM	02 Nos.		
	17000 CFM	01 Nos.		
	16000 CFM	01		

Tender for DSITC of UVGI system for Air Handling Units at the Bank's Main Office Building, Hyderabad

		Nos.		
	14000 CFM	02 Nos.		
	12000 CFM	02 Nos.		
	8000 CFM	01 Nos.		
	6000 CFM	02 Nos.		
	Total Amount			
	GST			
	Gross Amount (A)			
2	Annual Maintenance Contract (AMC) All inclusive comprehensive AMC contract for UVGI system including replacement of tubes/lamps every year after completion of one year warranty period. Rates quoted shall be inclusive of GST. The contract shall be renewed every year for a minimum of 7 years period after completion of warranty/defect liability period with nominal rise of 5% every year. Complaint shall be attended with in one working day failing which Rs. 500 per day per AHU penalty shall be applied. (C)	L/S		

Net Owning Cost of System for tender evaluation = A+ {Cx5.632}

Signature of authorized signatory with Seal

Place:

Date: