Reserve Bank of India

Estate Department, Kanpur

E-Tender

for

E-tender: Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system for CVPS at Reserve Bank of India, Kanpur

Part I

Name of Tenderer_____

Address _____

Date of Pre Bid Meeting (offline)	October 28, 2024 at 13:00 Hrs.
Due date of submission of tender:	November 07, 2024 up to 12:00 Hrs
Due date of opening of Part I of the Tender:	November 07, 2024 at 12:30 Hrs
Venue:	2nd Floor, Estate Department Reserve Bank of India, The Mall, Kanpur -208001

This document is the property of Reserve Bank of India. It may not be copied,distributed,recorded or recorded on any medium,electronic or othervise without the RBI's written permission,therof,even by the authorized personnel/agenicies for any purpose other then the purpose specified herein,is strictly prohibited and shall amount to copyright violation and thus shall be punisahableunde the Indian law

Schedule of Tender

i.	e-Tender no	RBI / Kanpur Office / Estate/ 17 / 24-25 / ET /544
ii.	Mode of Tender	e-Procurement System (Online Part I –Pre qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/
iii.	Tender Value	Estimated Capital cost- ₹ 23,90,000/-
iv.	Date of NIT available to parties to download	October 25, 2024 onwards
v.	Earnest Money Deposit	**₹ 47,800/-** from each bidder to be deposited to Bank's account no.**186003001 IFSC RBIS0KNPA01 , (Please read 0 as zero)** through NEFT before last date of submission of tender and its proof of remittance shall be sent to estatekanpur@rbi.org.in.
vi.	Pre Bid Meeting	13:00 Hrs on October 28, 2024 at Estate Department Reserve Bank of India, Kanpur.
vii.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	18:00 Hrs of October 29, 2024 onwards
viii.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 12:00 Hrs on November 07, 2024
ix.	Date & time of opening of Tender Part I	12:30 Hrs on November 07, 2024
x.	Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT MSTC E-Commerce (mstcecommerce.com) (Version 3)

1) Vendors are required to register themselves online at MSTC E-Commerce (mstcecommerce.com) as Vendor by 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 while filling the registration form
3) For further details, go to Download Guide / Visual / Registration Guide In case of any clarification, please contact MSTC, (before the scheduled time of the e- tender).

Contact person (MSTC):

(Availability : 10 AM to 5:30 PM on all working days for all technical issues relating to e-Auction, e-Tenders, System Settings etc.)

I) NRO helpdesk- 01123212357, 01123215163, 01123217850;
email: mstcnro@mstcindia.co.in

II) HO Central Help Desk: :07969066600
Email-helpdesk@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

III) Abhishek Chaudhary -9662042884

Contact person (RBI):
(Availability : 09:30 AM to 5:30 PM on all working days

1. Mrs. Mansi Jain, A.M (Electrical, Estate Department)
   (mansij@rbi.org.in Mob:7665538104)

2. Shri. Aviral Shukla, (J.E. (Electrical), Estate Department)
   (aviralshukla@rbi.org.in Mob:9643084204

3. Shri Mohit Kumar (Assistant, Estate Department)
   (mohitkumar@rbi.org.in)Mob: 8433097623

B) System Requirements:

I. Windows XP-SP3 & above/Windows 7 Operating System
II. IE-7 and above Internet browser.
III. Signing type digital signature
IV. JRE 7 update 9 and above 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 at MSTC E-Commerce (mstcecommerce.com)

For more details, vendor may refer to the Registration Guide and FAQ available at MSTC E-Commerce (mstcecommerce.com)

C) Process of e-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at MSTC E-Commerce (mstcecommerce.com)
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity
3. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.
4. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

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

Special Note towards Transaction fee:

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

shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

Bidding in e-tender:

a) **Earnest Money Deposit** shall be remitted to Bank Account of Reserve Bank of India, Kanpur. The account details for NEFT/RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

   Account Name: Reserve Bank of India Kanpur
   Account type : Current Account
   Account No : 186003001

   IFSC Code: RBIS0KNPA01 , (Please read 0 as zero)
   Remarks: DSITC of centralized dust extraction system for CVPS at RBI,Kanpur
   Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.

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

   A tender which is not accompanied by such EMD will not be considered. Scanned copy of EMD shall be uploaded in MSTC site.

   No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website MSTC E-Commerce (mstcecommerce.com)

d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids

f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.

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

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

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

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

m) **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.

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

o) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page MSTC E-Commerce (mstcecommerce.com) to familiarize them with the system before bidding.

Vendors are requested to quote rate including GST for each item as specified in the portal. No change in quoted rates will be accepted.

INDEX

Sr. No.	Description	Page No.
1.	Section-I. Form of e-Tender	8
2.	Section-II. Details of Tenderers	11
3.	Section-III. General instructions & special conditions	14
4.	Section-IV. Safety code, fire safety	32
5.	Section-V. The condition herein before referred to	34
6.	Section-VI. Commercial Check list.	54
7.	Section-VII Technical Specifications / Bank's Requirements	55
8.	Section-VIII. Schedule of commercial and technical deviations (if any)	58
9.	Section IX- Technical parameters (to be filled by the bidder)	59
10.	Section X Unpriced Bill of quantities	60
11.	Annexure A- Proforma of Bank Guarantee for security deposit	62
12.	Annexure B- Proforma for client's certificate	65
13.	Annexure C- Proforma for Banker's certificate	68
14.	Annexure D- Agreement	69
15.	Annexure E – Format for power of attorney for signing of application/proposal	77
16.	Annexure F- Undertaking to be included in tender regarding declaration debarment by public institution(	78
17.	Annexure G- Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	79
18.	ANNEXURE H-Letter of Undertaking	80
19.	ANNEXURE-I Service setup and Escalation Matrix	81

Section -I

Form of Tender

Place_____

Date _____

The Regional Director

Reserve Bank of India

Estate Department,

Kanpur, UP-208001

Madam / Dear Sir

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

MEMORANDUM

(a)	Description of works	:	E-tender: Tender for Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system for CVPS at Reserve Bank of India, Kanpur
(b)	Estimated Capital cost	:	₹ 23,90,000/-
(c)	Earnest Money	:	₹ 47,800/- (to be deposited by all the tenderers) **MSME are not exempted from submission of the EMD**
(d)	Performance Bank Guarantee	:	As per relevant tender clause
(e)	Percentage to be deducted from bills	:	As per relevant tender clause
(f)	Time allowed for completion of the work	:	30 days from 14th day of date of letter of award of work
(f)	Liquidity Damages		0.25% per week subjected to maximum 10% of the contract value

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

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

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.

5. We have deposited a sum of ₹ 47,800/- through NEFT as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract within the prescribed time limit when called upon to do so, or withdraws the bid after opening the commercial bid we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The e-Tender is submitted in two parts in separate sealed envelopes on MSTC portal. 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 _____ 2024.

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
Details of Tenderers

A. **Particulars of Firm:**

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer /System Integrator	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Mobile Nos:	

B. **The details of bankers are as below:**

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone number	

4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Prequalification Criteria:

Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
	His/her Mobile No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for:			
10	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

D. Please also provide following details with supporting documents as per prequalification criteria:

1	Work experience in years (please submit old work order of any amount at least 5 years from the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2023-24	
	(b) 2022-23	
	(c) 2021-22	

E. **Service set up details in Delhi NCR/UP state–**

Signature of Tenderer with stamp/Date

Section III
Commercial and General Conditions of Contract

3.1 E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/system integrators for the work of Tender for Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system for CVPS at Reserve Bank of India, Kanpur

3.1.1 Online tenders will be allowed to view /download to all firms from October 25, 2024. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II**

3.1.2 Eligibility Criteria -Prequalifying documents

i) Should be an Original Equipment Manufacturer (OEM)/ authorized dealer/ system integrator of dust extraction systems/air purifiers.

AND

Work Experience: The intending tenderer must have minimum 5 years of experience in carrying out similar type of work viz. Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system/air purifiers for large office buildings / commercial Estate / industrial houses/Government organization/PSUs. Any one work order of said work completed on or before 30th September 2019

AND

ii) **Qualifying criteria:** The intending tenderer must and have executed successfully similar works viz. Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system/air purifiers during last five years ending individually costing as under (works completed on or after on 30th September 2019) of value as under:

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

OR

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

OR

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

AND

iii) **Turnover**: Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements

AND.

iv) Should have solvency certificate of value equal to estimated capital cost

AND

v) Should have service setup through their authorized dealer at Delhi NCR/UP state for rendering after sales service

Tenderers should submit the following documents in respect of their eligibility:

- **Completion certificate and copy of work order to determine work experience criteria**
- **Copies of detailed work order with completion certificates indicating scope and value of qualifying works along with client certificate**
- **A certificate issued by Chartered Accountant indicating turnover for last three years along with the audited Financial statement for the same period.**

- **Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount equal to estimated cost of the work.**
- **Proof for service set up at mentioned location such as Electricity bill/Telephone bill/ Rent Agreement etc. along with authorization letter (if applicable) In case of system integrator, all of the above documents on name of system integrator shall be submitted by the system integrator.**
- **Duly filled, stamped and signed Part 1 of the tender (All pages) and corrigendum if any (All pages)**

A Tender submitted by a firm who is found to be **not** satisfying the above criteria will be rejected.

Note: The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected.

3.1.3 **e-Tender submission**:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively on MSTC portal. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post-scripts, additions and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures.

Tenderers are advised to submit e-Tender on MSTC website (www.mstcecommerce.com) If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.1.4 Intending tenderers shall pay as earnest money NEFT (refer Section I) to Reserve Bank of India, Kanpur. Tender without EMD will not be accepted. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. The earnest money of successful tenderer will be returned after completion of the work.

EMD shall be forfeited if the Bidder:

i. makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
ii. Withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
iii. Has been blacklisted by any Government agency and the blacklisting is still in force**.**
iv. If bidder fails to complete the work.

3.2 **Pre-Bid Meeting**: A pre-tender briefing meeting of the intending tenderers will be held at 13:00 hours on October 28, 2024 in Estate Department, Reserve Bank of India, Kanpur to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

3.3 The E-Tender should be submitted / uploaded till 12:00 Hrs on November 07, 2024. No tender will be received/accepted after 12:00 Hrs on November 07, 2024under any circumstances whatsoever**.**

3.4 On receipt of intimation from the Bank of the acceptance of his / their e-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 and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-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.

Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified 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 etc.

3.5.2 Part I of the tender **having EMD submission receipt and Pre-Qualification documents** of the e-Tender to be uploaded in MSTC portal shall contain the following over and above the documents mentioned elsewhere in this tender document:

a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the e-Tender documents.

b) List of deviation, if any, in commercial/technical specification.

c) Detailed proposed full equipment details, relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered

d) A letter from the OEM, authorizing the bidder to participate in the e-Tender along with a copy of the agreement with the OEM as regards to implementation of similar projects in India and their after sales service (applicable only if bidder is an authorized dealer or system integrator)

e) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.

f) Technical data sheet as given under Section IX shall be filled up giving full information.

g) Other Certificates / Declarations as per Annexures (A-I) enclosed to be submitted.

h) Duly filled in and signed copies of client's reports (from the clients in the attached format, for whom similar works is executed) and Banker's certificate as per the sample format given in annexures

3.5.3 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 e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

3.5.5 The e-Tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party about design or any part of the system, if applicable.

3.5.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Kanpur**.

3.6 **Part II - Price**

Part II – "Price bid", supplied along with the e-Tender.

a. This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be considered and will be treated as null and void.
b. If any of the documents is missing or unsigned, the e-Tender may be considered invalid by the Bank in its discretion.
c. All erasures and alterations made while filling the e-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 e-Tender void at the Bank's option.
d. No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
e. 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.
f. The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen

compensation & 3rd party liability policies, erection etc. No concessional form for any levies will be issued by the Bank. Similarly, no import license will be issued by the Bank.

g. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Kanpur and will be in Indian rupees only.

3.7 Tenderers are advised to quote strictly as per Schedule of Quantity. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account

3.8 **Opening of e- Tender**

Part I of the e-Tenders will be opened online on November 07, 2024 2024 at 1230 hrs. Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers.

3.9 **Brief Scope of Work**

3.9.1 The scope of work shall include the following.

- Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system in the proposed CVPS area (at 1st floor) for removal of fine but heavy dust particles of soiled notes/over the notes generated during currency verification and processing in the room.
- Delivery of material to Bank's site including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site.
- Design, Supply and installation of piping (of suitable size) available clear space in false ceiling is 250 mm .
- Supply of flexible extractor arms (270degree swivel type) in the area at appropriate location to extract the dust from point of source and also from the areas surrounding the source.
- Providing and fixing of return pipe for supply of cleaned air back into the room after extracting the dust to avoid major cooling loss.
- Provision of automatic cleaning of filter media to avoid choking.
- Providing all-inclusive service including all spares, etc. during warranty period of one year and subsequent Comprehensive Annual Maintenance Contract for the committed period of 9 years (min.) from the date of handing over of the system to the Bank. The comprehensive maintenance service shall be provided by the firm during the committed AMC period for 9 years. During this period, any need for modification/ upgradation of system depending on the obsolescence of

technology will be decided on mutual consent and based on the documentary evidence of technology obsolescence to be provided by the firm along with the proposal for renovation/ modification. However, the firms will continue to provide AMC service irrespective of the modification / renovation for the committed period. It is also to be noted that, fundamental specification of the machine will remain same.

- Carrying out civil works, wherever required, like providing scaffolding (if required), creating holes in the wall by core cutting making good to walls, masonry work as required, including repairs to plaster, shall be in the scope of Contractor.
- Any other work, related to but not mentioned above, required for completion of the job will be under the scope of work of contract.

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

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

3.9.5 Tenderer shall supply all tools, plants, scaffolding, labor and consumables etc. as required for installation, testing and commissioning of the system

3.9.6 The works will be carried out in extended hours if required for timely completion and no extra claim is admissible by the contractor in this regard.

3.10 Validity of e-Tender

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

3.11 Lowest e-Tender not necessarily to be accepted

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

3.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the e-Tender.

3.12 **Earnest Money, Security Deposit & Security during Defect liability period**

3.12.1 Earnest Money-

All Tenderers shall deposit Earnest Money of **₹ 47,800/-** through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at esatekanpur@rbi.org.in **before 12:30 Hrs of last date of submission of e-tender.** The EMD paid by the 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 of successful bidder will be released after submission of BG as given in 3.12.3(a). The EMD of unsuccessful tenderer shall be released on acceptance of the tender.

3.12.2 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.

a) **Bank Guarantee during execution of work:** On award of contract, the successful tenderer shall furnish an amount equal to **5% (five percent) of the contract value** (*The Contract value mentioned in this document means the total value of work, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank **or amount equivalent to PBG through online mode (NEFT / RTGS)** ,which shall be submitted within **fourteen** days of the date of award of work towards security deposit for the due fulfilment of the contract.

b) Bank Guarantee during Defect Liability Period:

c) To ensure due fulfilment of the terms and obligations of the defect liability period and AMC period of total 10 years by the contractor, the contractor, upon virtual completion of the work, shall submit a Performance Bank guarantee as security deposit (at the time of submission of Final Bill) for an amount equal to 5 % of the contract amount which shall be valid till the end of five years period, from the day of virtual completion of the work. In case of any delay in submission of the PBG or amount equivalent to PBG, penalty will be deducted from the bills of the contractor at Bank rate RBI Kanpur has the right to invoke the PBG to compensate any fault/ penalty/ lapse in services by the contractor. The said PBG or amount shall be kept as security deposit in addition to retention money as detailed in 3.12.4.

d) On eve of expiry of 5 years, the contractor shall submit a fresh PBG amounting 50% of the original PBG amount before two weeks of expiry of initial PBG and shall be valid for next 05 years period.

3.12.4 **Retention money** of 5% of bill value shall be deducted from each RA bill of the contactor till the total recovery amounts to 5% of contract value as security deposit that shall be returned after successful completion of Defect liability period.

3.13 Terms of Payment

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

(a) 95% of the contract value released after completion and submission of the bill for the whole work, along with BG as per above para, as specified in the Tender.

(b) 5% of the amount shall be kept as retention money/security deposit that shall be released after end of 1 year of DLP.
(c) Payment is liable to deduct GST/IT/TDS as per the state Law if applicable.

3.14 Taxes: The prices quoted shall be deemed to include GST. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 **Insurance**

The contractor shall, before commencement of the works, submit requisite insurance policies for the works at his cost and keep them insured 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 i.e. RBI being placed first in the policy**) **for the full amount of the contract**. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the copy of policy and receipts for the premium with the employer preferably within **fourteen days from the date of award of work or before dispatch of material at site, whichever is earlier.**

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 been titled to such extension of time for completion as deems fit.

The contractor shall take all insurances, before commencement of work, 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.

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor working at site.**
- **Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2.50 lakh per accident.**

3.16 **Completion Period**

3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be 30 days reckoned from the 14th day after written order to commence the work is issued.

3.16.2 **Damages for non-completion**

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 at the rate **0.25% of contract amount per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.16.3 The contractor shall preferably **s**ubmit a Bar Chart for completion of the work within the contractual completion period from the 14th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

3.16.4 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.

3.17. Defect Liability Period (DLP)

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for **servicing of the unit at an interval of 30 days** or earlier as prescribed by the manufacturer and as mutually agreed to during this period

3.18 All-inclusive Comprehensive Annual Maintenance Contract (CAMC)

The contractor/system integrator shall furnish an undertaking that they will provide spares and support and maintain the system satisfactorily for a minimum period of 9 **years** from the date of expiry of the Defect Liability Period (DLP)**. After one year of DLP, the contract rate shall be renewed annually based on the formula given the tender. The charges for comprehensive annual maintenance contract shall include replacement of any part of the system, including all required spares, consumables, blowers, filters or any other component of the system that is required to run the system, during the contract period.** Any defects in the system/sub-assemblies found during the CAMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the units at an interval of one month or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

These rates shall remain firm for the first year of AMC & these charges will also be considered while evaluating tender as prescribed in the section “evaluation of tenders”. Further renewal amount for the AMC shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} \left(50 \times \frac{MP_C}{MP_P} + 50 \times \frac{WI_C}{WI_P}\right)$$

A_C	=	The contract amount for the current year.
A_P	=	The contract amount for the previous year.
MP_C	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
MP_P	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
WI_C	=	Consumer Price Index for industrial workers (Kanpur) 6 months prior to commencement date of contract for the current year.
WI_P	=	Consumer Price Index for industrial workers (Kanpur) 6 months prior to commencement date of contract for the previous year.

C) <u>Scope of works during CAMC and DLP</u>

The scope of work shall include the following:

a) Maintenance Services shall consist of **comprehensive maintenance** of centralized dust extraction machine along with its allied equipment. Cost of any spare parts including the consumables required and labour charges are included in the scope of maintenance contract.

b) Preventive maintenance work of the centralized dust extraction system including cleaning of filters etc. shall be carried out **at least every monthly basis.** The service report shall be duly acknowledged by the user department/Bank's Engineer and should be submitted along with the bill for payment of CAMC bills.

c) For attending preventive and breakdown call, contractor shall depute the trained professionals in the field of the said work directly employed by them and work will be supervised by Bank's Officials. For attending the breakdown calls after the office hours or on holidays, the contractor shall arrange to rectify the defects within two hours after registering the complaint through e-mail or telephone. Technicians have to do periodical checking of proper working of the centralized Dust extraction system.

d) All necessary tools, measuring electronic equipment, spare parts etc. (as per the requirement) shall be supplied by the contractor within the quoted rates.

e) The contractor shall keep all the equipments/ machine clean, tidy and in effective working conditions.

f) At the time of servicing, if any defects or deficiency is found in the equipments/machines, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken.

g) The Comprehensive AMC charges is all-inclusive type and covers the servicing charges and replacement of faulty part(s) if found faulty.

Servicing of equipments / machines

In addition to the routine service, the contractor shall also attend to **breakdown calls immediately and maximum within stipulated time** as and when required and as reported telephonically/ in writing/ through mail.

D) Penalty for delay in service during defect liability period (DLP) and CAMC period:-

- During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of the system is minimized. In case of failure of attending the complaint within stipulated time, the penalty shall be imposed as per the amount given below-

		Rectification time	**Penalty**
(a)	Any defects resulting in total failure of the system	8 hours	Rs 200/- per Hour per machine
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	Rs 500/- per day

3.19 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's office building, Kanpur.

3.20 **Signing of Contract Agreement**

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-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.

i. 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 e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

ii. The e-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 the proposed contract. Otherwise, the e-Tender may be rejected.

iii. On receipt of intimation from the Bank of the acceptance of his/their e-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 e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.

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

3.21 Right to Accept Part e-Tender: The Bank reserves the right to accept the e-Tender either in whole or in part at the same prices quoted by the Tenderer.

3.22 **Evaluation of e-Tender**

- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of total cost of the work and considering the effect of rates quoted for comprehensive service contract for a period of 9 years after the expiry of one year of defect liability / guarantee period.

  - Tenderers offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the said System having 10 years of useful service life. The said NPV shall comprise:

1.	Cost of total work	Say (A)
2.	Comprehensive annual maintenance contract for one year after one year of defect liability period.	Say (B)
	NPV of comprehensive annual maintenance Service contract charges for the period of 9 years after 1 year defect liability period shall 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%. Thus, the *Multiplying Factor (MF) for working out NPV of AMC for 9 years after (1 year guarantee period)* ***shall be 6.51220.*** Note: AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender	
3.	Net Present Value (NPV) of Owning system	C=A +(B*X) X=6.51220
4.	**The work will be awarded for the lowest value of total cost of ownership as calculated at (D)above.**	

<u>Total Cost of Ownership = Capital Cost + 6.51220*AMC Rate (one year)</u>

3.23 Sufficiency of Schedule of Quantities

- The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-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.
- 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.
- 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.
- The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted. Any rate on account of it shall be included in the tender itself.
- The rates quoted in the e-Tender shall include all charges for scaffoldings, watching and lighting by night, guarding and protecting hoist way as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.24 Language: The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English language.

3.25. Other Issues-

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

3.26. The Tenderer are requested to 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 etc. before submission of e-Tender.

3.27. **Factory Inspection at Site**-Before dispatching the equipment to site, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender document.

The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.28. The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector. The contractor shall provide, without any extra charge, all materials, tools, labor and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.29. Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.
iv) Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30. Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
b) To reject any equipment or parts submitted as not being in accordance with the specification;
c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.31. 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 e-Tender amount, subject to such variations as are provided for herein.

3.32. Labor License: The contractor shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). and fulfil all statutory

requirements if applicable. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labor laws.

3.33 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.

3.34 Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring 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. The clause is applicable only after submission of invoice complete in all respect and other documents as mentioned in the tender.

3.35 **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 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.

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

3.37 Employer entitled to cover compensation paid to workman If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or 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.

3.38 Abandonment of works -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 otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

3.39 Return of surplus materials-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.

3.40 Right of employer to terminate contract in the event of death of Contractor or individual - Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an

individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

3.41 Non-disclosure Clause

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

3.42 Sexual harassment clause-

a. The contractor shall be solely responsible for full compliance 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.

b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

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

3.43. The clauses 41 & 42 will be part of agreement during DLP also.

Force Majeure:

3.43 If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

3.44 Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department

of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Date: Signature of the firm

Place: **(By a person holding the Authority/Power of attorney)**

SECTION IV

Safety Code

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

FIRE SAFETY

i. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.

ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.

iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.

iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.

v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.

vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.

vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.

viii. Used paint drums shall be stored in specified store only after closing them properly.

ix. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.

x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.

xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.

xii. Both the staircase doors shall be normally kept closed.

xiii. None of the fire extinguishers shall be removed/shifted from its designated location.

xiv. Power supply shall be switched off from the mains when equipment is not in use.

xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date: **Seal & Signature of the Tenderer.**

SECTION V

The Conditions Herein before 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 site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
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 Supply, installation, testing and commissioning of Fully automatic Organic waste converter For Bank`s office premises and two numbers of residential colonies at Kanpur

.

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 therefor.
   d) The removal and/or re-execution of any works executed by the contractor.
   e) The dismissal from the works of any persons employed thereupon.
   f) The opening up for 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 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 therefrom, 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 be 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, license 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 authorized 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 General 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 of 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 authorized 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 authorized 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 authorization 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 authorized 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 as defined in Clause 21 hereof.

18. **Unfixed materials when considered 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.

19. **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 during defects liability period 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 Con tractor, 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 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 clause 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, win d 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 be 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 policy 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. Contractor’s All Risk Policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: Rs. 10,00,000/- per annum
   Rs.2,50,000/- per occurrence

25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, 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 fourteen days from the day of award of work.** 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 as per the period stated in the Memorandum or within any extended time under Clause 28 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 neighboring 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 (I) 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, as soon as a written request / notice thereof is given to Bank. However, the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably is 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 give 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 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 realized. 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 under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be 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 honouring 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.

41. **Non-disclosure Clause**

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

42. Sexual Harassment clause

a. The contractor shall be solely responsible for full compliance 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.
b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

43. The clauses 41 & 42 will be part of agreement during AMC also.

Force Majeure:

44. If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

45. Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place

Date Seal and signature of contractor

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	3 months from the date of final commissioning.
3.	Date of commencement	14th day from the date of work order
4.	Period of completion	30 days from the 14th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	60% of the contract value
7	Period of honoring bill	1 month for running bill after submission of necessary documents and 3 months for final bill from the date of final measurement and submission of bill

Place

Date Seal and signature of contractor

SECTION VI

Commercial Checklist

S.N.	Description	Bank's terms	Whether acceptable to the tenderer (indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	₹ 47,800/-	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	30 days from 14th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Defect liability period	12 months from the date of issue of virtual completion certificate.	
7	Penalty during warranty/AMC period	As per Section 3.15	
8	Defect lability Period	One year after the date of virtual completion.	
9	Terms of payment	As per tender terms and conditions	
10	Insurance	As per Section 3.13	
11	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after opening price bid.	
12	Performance Bank guarantee	As per Section 3.12	
14	Retention Money	As per Section 3.12	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

SECTION VII

Technical Specifications / Bank's Requirements

Brief Outline

There are 04 nos. CVPS machines are placed in an enclosed Air-conditioned Hall. During the note verification process fine but heavy dust is generated in the room. This floating dust is harmful to environment and the people around. This dust is to be captured and filtered, providing a clean dust-free controlled environment in the CVPS room.

For each CVPS machine, there is an opening on the top (front where the operator feeds the used currency notes) where the dust is generated. A suction hood is to be placed near each machine using a self-balance detachable dust extraction arm. The dust extractor arm approx. 2 meters reach will be supported from the floor mount groutable and detachable pipe stand approx. 3 feet. The suction hood at the end of the arm should be movable easily by hand.

The suction hood shall extract the dust and send it to main dust extraction system(placed on the ground floor in adjacent garden area) through metallic pipes/ducts of suitable size. The dust particles from this air are extracted from the dusty air when it passes through the filter media. Thereafter, the cleaned air is returned back into the room and trapped dust particles are cleaned from filter media by separate system.

Required features-

- Parts: Prefilter, filter media (electrostatic module/ Filter bag/ cartridge filters/molecular filters or combination), post filters, silencer, extractor arms, flexi hose, ducting ,control panel etc.
- Filter efficiency- 90%to 98% air borne particles (size less than or equal to at least 5 micron)
- Metallic /HDPE pipes/ducts for suction from the room.
- Provision of returning back the cleaned air in the room
- Dampers needs to be provided for suction controlling
- VFD drive for speed controlling of blowers.
- Automatic control panel
- Appropriate filter cleaning mechanism: Automatic/manual with filter choking alarm system/indicator.
- After the filter choking alarm/indication, it should be ensured that the filters are to be cleaned immediately (within 24hours) to make the system work at maximum efficiency.
- Safety features: Fire retardant filter media, emergency stop button, antistatic/carbon impregnated filter bags(for prefilter), safety alarms for abnormal condition, safety alarm for filter replacement/filter choking
- Antistatic lining (applicable for metallic pipes/ducts) in the ducts to prevent friction of charged dust particles.
- Required efficiency in the room- more than 95% i.e. more than 95% of fine dust of the room should be extracted.
- Automatic restart (after power interruption.) Voltmeter, Amp meter, hour meter, energy meter
- Noise level: 80 DB +- 2 DB

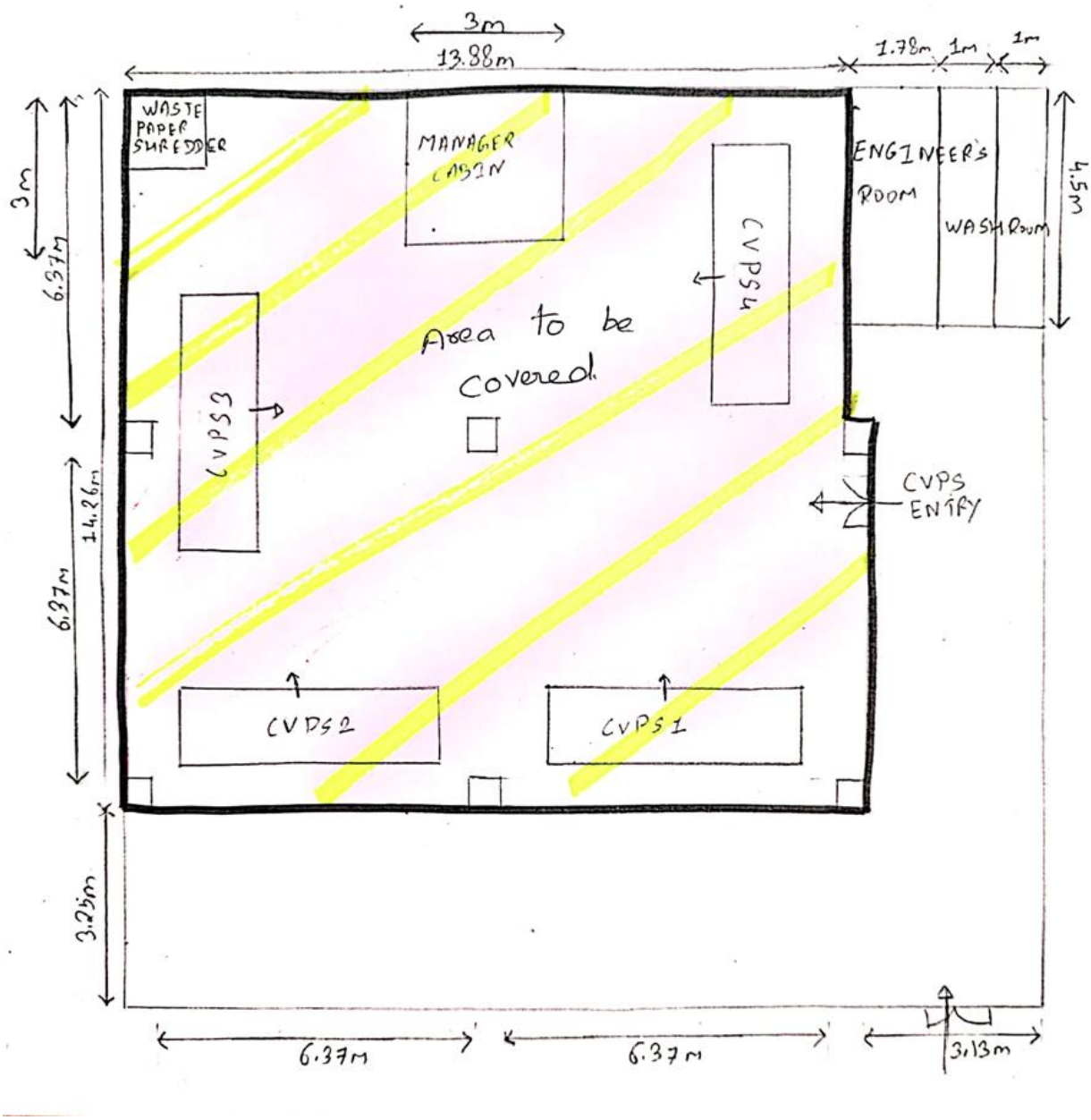
Important Note:

- (i) Intending tenderers are advised to visit the site to assess the exact requirement including measurements of various items. (CVPS location is proposed at first floor

adjacent to garden area , Dust extraction System is to be placed at ground floor in garden area)

- (ii) The successful firm/contractor, immediately on award of work shall prepare the schematic layout/drawing with the proposed arrangement as per Bank's requirement and the layout/drawing is to be approved by the Bank. Tenderers are advised to consider this and quote accordingly

The tentative layout is attached for your reference (M1,M2, M3, M4 represent 4 machines)



Pre-Dispatch Inspection (PDI) & tests at factory-(i) Testing facility of equipment shall be made available at factory and same shall be carried out in presence of Bank's Engineer. Dispatch clearance will be given after inspection of material quality and successful performance at factory. Bank should be informed at least 07 days in advance in advance for inspection (PDI) at factory.

(ii) In addition to above, air quality tests will also be carried out at site conditions after running the equipment for specified time before its final acceptance. It shall be contractor's responsibility to arrange for the necessary equipments for such testing.

If any accessories, parts, which are not mentioned above but are required to complete the work, are in the scope of the tenderer.

I/We hereby declare that I/we have read and understood the above specifications.

Place: **Signature of bidder:**

Date :

Section VIII

Deviations (if any)

A) Schedule of Commercial Deviations

We confirm that all commercial terms and conditions of the Bank except for deviations listed below are acceptable to us.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

B) Statement of deviations from Bank's Technical Specification

The following are the particulars of deviations from the requirements of the Technical Specification: -

Sr. No.	**Section No.**	**Clause No.**	**Deviation proposed**	**Remarks (including justification)**
1	2	3		4

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IX

(to be filled by the contractor)

Details of Technical parameters

Technical data to be furnished by the tenderer

SrNo	Specification	Value
1.	Suction capacity	
2.	Input voltage	415V, +or – 10%, 50Hz, 3 phase
3.	Current drawn	
4.	Pre and Post filters (numbers, material)	
5.	Main filter media (write complete description)	
6.	Blower type, Motor	
7.	Dimension of Enclosure including blower	
8.	Noise level	
9.	Variable frequency drive (yes/No)	
10.	System efficiency	
11.	Available safety controls	

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

Also attached brochure of the proposed system with necessary technology used and other technical parameters.

Signature and Seal of the tenderer

Section X

Un-Priced Bill of Quantities

Sr.No	Description	Unit	Quantity
1	Design, Supply, installation, testing and commissioning of centralized dust Extraction system with 1 Nos collector suitable for Minimum 12000 CMH air flow capacity compressed with flter media (electrostatic module/ Filter bags/cartridge filter/molecular filters or combination)wire mesh, pre filters, post filters, flow control valves/dampers for outlet, safety fault trip circuitry, centrifugal blower with high efficiency motor with starter, blower motors with silencer for fan outlet, damper system for suction pipes, VFD drive for speed control complete as per site condition as directed. The system should be with local and remote-control panel, LED indication lamps with ON and OFF switches and necessary cabling for remote panel. The enclosure of the system shall be made of 16SWG CRCA sheet with IP 68 protection duly powder coated with Bank's approved shade etc., as per site condition and as directed. The work includes Supply and fixing of suitable M.S angle/anti-vibration mounts as per the site requirement for mounting blower/motor unit etc. as per site condition and as directed. Rates should be including GST, transportation, labour etc.	Nos	1
2	MS "C" channel frame and supporting foundation of suitable size and strength for mounting the system and blower / motor , anti vibration mounts including associated civil work in garden area.	Job	1
3	Supply and installation of required quantity of metallic/HDPE ducting of suitable size(150-200 mm) (available clear space in false flooring is 250 mm) with required number of elbows, T-joints, end caps, mesh, collars, bends, PVC flexi hose clamps joints etc. for inlet as per the site requirement and at the time of execution of the work as per site condition and as directed. The work includes high capacity duct for return air to the CVPS room. The work also includes required quantities of flexible hose to connect ducts of input and output of the system and also for return duct of higher capacity as per site condition and as directed.	Job	1

4	Supply and fixing of Self balanced extractor arm with telescopic damper flexi hose, detachable floor mount bracket ,rotating fixture , conical section hood with manual adjustable damper 2 meters(to/fro), 2 meters up/down along with powder coated MS grout/floor mounted type fixture with bracket groundable for mounting arm fixture for 4 CVPS machines	Nos	4
	Total cost of Work (A) in Rs inclusive of GST		
5	All-inclusive Comprehensive Maintenance per year including the cost of consumables required for the entire year(during DLP) and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender. Filters shall be cleaned monthly, and report be submitted duly signed by the user department. Payment will be made quarterly. Rates shall be inclusive of GST, transportation, labour etc. **– (B)**		

Note:

i. **The amount/rates quoted above should be inclusive of loading/unloading charges, transit cost, statutory taxes etc.as applicable**

ii. **Total Cost of Ownership= Cost of work(A)+ 6.51220*AMC Rate(B) (one year)**

iii. **Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer.**

Place

Date Signature with seal

Annexure "A"

(Proforma of Bank Guarantee for Security deposit)

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

No. _____ Date _____

To:

The Regional Director

Reserve Bank of India

Mall Road Kanpur – 208001

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ___only) furnish able to you by Messer's_____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **(Name of work)**per their Tender No.___ dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____

   (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

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

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you

in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

ANNEXURE B

CLIENT's CERTIFICATE for PERFORMANCE OF CONTRACTOR

(for eligible workorders only)

On the Letter Head of company/firm/organization

Ref. No. _____ Date: _____

The Regional Director

Reserve Bank of India

Mall Road Kanpur – 208001

Dear Sir,

Name of Work:

Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name and address of the contractor) _____ have carried out the following work/s for us.

2. Other particulars are given below for your perusal and record-

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	

Sr. No.	Particulars	Comments of the Client
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	Whether the contractor employed qualified engineer/overseer during execution of work?	
10	**Performance Report :**	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
11	Did the contractor go for arbitration	
	a) If yes ,total amount of claim	
	b) Total amount awarded	
12	Comments of the Client on the capabilities of the M/s. _____ (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a)Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	

Sr. No.	Particulars	Comments of the Client
	d) Mobilisation of adequate T&P	
	e) General Behaviour	
13	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)

For S.E.(E) / Executive Engineer (E)

Note:

** Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*

** Responding Officer should be of the Rank of General Manager in respect of Private organizations*

** The matter written in italic not to be printed on the final Performance Certificate*

Annexure "C"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

On the Letter Head of Bank

Ref. No. _____ Date: _____

The Regional Director
Reserve Bank of India
Mall road ,Kanpur – 208001
Dear Sir,
Name of Work:

Banker's Certificate

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. _____(estimated cost).

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	…….
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.

Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

Note:

1**. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**

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

Annexure "D"

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.100/- stamp paper)

यह समझौता अनुबंध भारतीय रिज़र्व बैंक, कानपुर (जिसे इसके बाद "बैंक" कहा जाएगा) और_____(जिसे इसके बाद "ठेकेदार" कहा जाएगा) के मध्य दिनांक _____ को निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Kanpur (hereafter called "The Bank") of the one part and _____ _____ (thereinafter called "the Contractor") of the other part.

जहां बैंक वांछित है, (_____**)** और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of (_____ _____**)** and has caused specifications describing the works to be done.

और उक्त विशिष्टताओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

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

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे समग्र रुप से "उक्त शर्तें" कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमे निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर , जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other

sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount')

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखनों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा

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

2 बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमे निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए,अदा करेगा।

The Bank 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 उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रपशः पालन करेंगें, अपने-आपको उनके अधीन मानेगें तथा उसमे उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन करेंगे।

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

4 इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे।

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

5 यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण " _____ _____ " के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। कार्य आदेश संख्या_____ इस समझौते का हिस्सा होगा।

This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the **"_____(Name of work)**_____ _____**"** to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions. Work order No_____ shall form part of this agreement.

6 अनुबंध मे दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यो हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों ,फर्श आदि को हुये नुकसान को ठीक करना होगा।

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

7 बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य मे किसी भी मद को जोड़ने या हटाने एवं ड्रॉइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8 समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 14 दिनों के बाद जो भी बाद में हो दी गई शर्तो एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तो के अनुसार कार्य पूर्ण करेगा तथापि समय विस्तार के प्रावधान ऐसे लिखित तरीके (अर्थात् विलेख या करार या पत्रों/ ई-मेल के आदान-प्रदान) के अधीन होंगे जिन पर दोनों पक्षों परस्पर सहमत हों।

Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition , subject nevertheless to the provisions for extension of time in writing by such form(i.e by way of a deed of agreement or by exchange of letters/emails)as may be mutually decided by the parties..

9 इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल कानपुर में किए जाएंगे।
All payments by The Bank under this Contract will be made only at Kanpur.

10 इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को कानपुर में उत्पन्न माना जाएगा और इनका निपटान केवल कानपुर में न्यायालयों के ही अधिकार क्षेत्र मे होगा।
All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only Courts in Kanpur shall have jurisdiction to determine the same.

11 इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हे पूर्ण रूप से समझ लिया है।
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

12 **गैर-प्रकटीकरण खंड** :ठेकेदार बैंक ,के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्क और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों । गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।

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

13 **यौन उत्पीड़न की रोकथाम संबंधी उपबंध/ Prevention of Sexual harassment clause**

ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

he 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.

14. **अप्रत्याशित घटना:** यदि कोई भी पक्ष अपने नियंत्रण से परे किसी घटना के घटित होने के कारण इस समझौते के तहत अपने दायित्वों को निभाने में असमर्थ है (जैसे कि ईश्वर के कार्य, युद्ध जैसी स्थितियाँ, दंगे, श्रमिक हड़ताल, सरकारी कार्य, भूकंप, चक्रवात, आंधी , और अन्य प्राकृतिक आपदाएँ, आदि), उस पक्ष को इस अनुबंध के अंतर्गत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष जारी रखने के लिए इस समझौते के तहत प्रदर्शन को सक्षम करने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस समझौते को समाप्त कर सकती है।

Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all

reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement

यदि ठेकेदार एक भागीदारी या एक व्यक्ति है If the contractor is a Partnership or an Individual	इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेज़ो तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए है। IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
यदि ठेकेदार एक कंपनी है If the contractor is a Company	इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिक्रत किये है और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपयों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपयों का निष्पादन करवाया है। IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
Shri ……
(name and designation)
……
……. in the presence of
(1)
Address

(2)
Address
…….

…….
…….

Witnesses

SIGNED AND DELIVERED BY
……
……
(1)
Address
……
……
……
2)
……
..
Address
……
……
……..

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

Witnesses

THE COMMON SEAL OF
Was hereunto affixed pursuant to the resolutions passed
By its Board of Directors at the meeting held on
……
……
……
…….
In the presence of

(1)
……
….
(2)
……
….
Directors who have signed these presents in taken thereof in the presence of

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

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

(1) ……
…….
(2) ……
……
SIGNED AND DELIVERED BY the Contractor by the hand Of
Shri
…….
and duly constituted attorney.

Annexure "E"

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF

Application/Proposal

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We……..…….(Name of the Bidder and

address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

……. ……..…… …… (Name and

residential address of Power of Attorney holder) who is presently employed with us and holding the position of …….……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender (Name of work) including signing and submission of all documents and providing information / responses to Estate Department RBI, Kanpur representing us in all matters before RBI Kanpur, and generally dealing with RBI Kanpur in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney

Pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s

Stamp/Seal of the Bidder

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

ANNEXURE F

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work: …….

1. I/We ……. (Name of the bidder) declares that –

I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on ……(last date of submission of bid).

a) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on ……...(last date of submission of bid).
b) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I/We ……..(Name of the bidder) declares that I/we or our allied firm* ……(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by ……..……...(Name and address of public institution in India or any other country) and the same effective upto ……(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)
*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

ANNEXURE G

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

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
……
Reserve Bank of India
……
Name of Work: _____

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

2. I / We certify that …… (Name of the bidder) i. is not from a country sharing land border with India, or ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in development projects. (Strikeout whichever of the above is not applicable).

3. I /We further certify that ……. (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we ……..……(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:
Place:

Annexure H

LETTER OF UNDERTAKING

The Regional Director

Reserve Bank of India

Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: Tender for Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system for CVPS at Reserve Bank of India, Kanpur at Reserve Bank of India, Kanpur -Undertaking for maintenance

I, on the behalf of (company name)_____, hereby declare that our firm/company have suitable arrangement in place for rendering Annual maintenance contract services as per contract agreement .

We hereby undertake to maintain the system installed by us in your Premises satisfactorily, for a period of not less than 9 years after expiry of the defect liability / warranty period of one year at the rate quoted by us towards all-inclusive maintenance contract, subject to the price revision clause specified in the tender.

We undertake that any defect in the said system installed by us in your office at Kanpur, will be rectified by us within the stipulated period, failing which, we will be liable to pay penalty as specified in the penalty clause of the tender document..

In the unlikely event of the original equipment manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

The details of arrangement for rendering AMC services and rectifying the defects during contract period is mentioned below:

Date

Place

Signature of the authorised signatory of the firm with stamp and seal

Annexure 'I'

Complaint Escalation Matrix

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

Signature & Seal of the firm

Reserve Bank of India

Estate Office ,Kanpur

e-Tender

For

E-tender: Tender for Design, Supply, installation, testing and commissioning of Centralized Dust Extraction system for CVPS at Reserve Bank of India, Kanpur

Part II (Price Bid)

Name of Tenderer_____

Address _____

Due date of submission of tender: **November 07, 2024 up to 12:00 Hrs**

Due date of opening of Part I of the Tender: **November 07, 2024 at 12:30 Hrs**

Reserve Bank of India

Estate Office, Kanpur

Sr.No	Description	Unit	Quantity	Rate	Amount
1	Design, Supply, installation, testing and commissioning of centralized dust Extraction system with 1 Nos collector suitable for Minimum 12000 CMH air flow capacity compressed with filter media (electrostatic module/ Filter bags/cartridge filter/molecular filters or combination)wire mesh, pre filters, post filters, flow control valves/dampers for outlet, safety fault trip circuitry, centrifugal blower with high efficiency motor with starter, blower motors with silencer for fan outlet, damper system for suction pipes, VFD drive for speed control complete as per site condition as directed. The system should be with local and remote-control panel, LED indication lamps with ON and OFF switches and necessary cabling for remote panel. The enclosure of the system shall be made of 16SWG CRCA sheet with IP 68 protection duly powder coated with Bank's approved shade etc., as per site condition and as directed. The work includes Supply and fixing of suitable M.S angle/anti-vibration mounts as per the site requirement for mounting blower/motor unit etc. as per site condition and as directed. Rates should be including GST, transportation, labour etc.	Nos	1		
2	MS "C" channel frame and supporting foundation of suitable size and strength for mounting the system and blower / motor , anti vibration mounts including associated civil work in garden area.	Job	1		
3	Supply and installation of required quantity of metallic/HDPE ducting of suitable size(150-200 mm) (available clear space in false flooring is 250 mm) with required number of elbows, T-joints, end caps, mesh, collars, bends, PVC flexi hose clamps joints etc. for inlet as per the site requirement and at the time of execution of the work as per site condition and as directed. The work includes high capacity duct for return air to the CVPS room. The work also includes required quantities of flexible hose to connect ducts of input and output of the system and also for return duct of higher capacity as per site condition and as directed.	Job	1		

4	Supply and fixing of Self balanced extractor arm with telescopic damper flexi hose, detachable floor mount bracket ,rotating fixture , conical section hood with manual adjustable damper 2 meters(to/fro), 2 meters up/down along with powder coated MS grout/floor mounted type fixture with bracket groundable for mounting arm fixture for 4 CVPS machines	Nos	4		
	Total cost of Work (A) in Rs inclusive of GST				
5	All-inclusive Comprehensive Maintenance per year including the cost of consumables required for the entire year(during DLP) and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender. Filters shall be cleaned monthly, and report be submitted duly signed by the user department. Payment will be made quarterly. Rates shall be inclusive of GST, transportation, labour etc. **– (B)**				

N.B. – Price to be quoted in online mode, at MSTC portal.

Tender shall be evaluated based on the Total Cost of Ownership, as per Tender Part-I Para 3.22

Total Cost of Ownership= Cost of work(A)+ 6.51220*AMC Rate(B) (one year)