

## Reserve Bank of India Estate Cell, Byculla, Mumbai

Supply, Installation, Testing and Commissioning of Split AC Units in SRA/ VOF/ THH/ Studio flats / Medical flats and community hall at RBI Byculla Quarters, Mumbai-400008

Part – I (Technical - Bid)

e-Tender no	RBI/MumI	bai Regional Office	e/Estate/163/24-25/ET/989	
Name of t	ne tenderer			
Address _				
-				-
-				-
tact Person:				
ail id:				
Due Date o	of Submission	of E-Tender :	By 02:00 PM on 04 /	Apr 2025
	Name of th Address _ - tact Person: ile No: ail id:	Name of the tenderer Address tact Person: ile No: ili id:	Name of the tenderer Address tact Person: ile No:	Name of the tenderer Address tact Person: ile No: ili id:

## **INDEX**

Sr. No.	Particulars	Page Nos.
1	Schedule of e-tender (SOT)	03-06
2	Important instructions for E-procurement	07-12
3	DISCLAIMER	13
4	Section I - Form of Tender	14-15
5	Section II – General Terms and conditions	16-20
6	Section III- Special conditions	21
7	Section IV- Appendix Hereinbefore Referred To	22
8	Section V- Safety Code and Fire Safety	23 - 24
9	Section VI- Technical Specifications	25
10	Section-VII – Approved Makes	26
11	Section-VIII – Details of Technical Parameters	27
12	Annexure-I – Proforma of Performance Bank Guarantee	28 - 30
13	Annexure-II - Articles of agreement	31 - 37
14	Part-II (Unpriced Bill of Quantity)	38 - 39



## RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

## Supply, Installation, Testing and Commissioning of Split AC Units in SRA/ VOF/ THH/ Studio/ Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai - 400008

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from the contractors empaneled with Reserve Bank of India, Estate Office, Fort, Mumbai in category Supply and Maintenance of ACs costing between ₹ 25 Lakh to ₹ 50 Lakh for the captioned work. The tendering would be done through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested eligible empaneled contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

Name of work	Supply, Installation, Testing and Commissioning of Split AC Units in SRA/ VOF/ THH/ Studio/ Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai
e-Tender no	RBI/Mumbai Regional Office/Estate/163/24- 25/ET/989
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II -Price Bid through (https://www.mstcecommerce.com/eprocn/)
Tender Value (Estimate Cost)	Rs. 26.38 Lakhs
Date of NIT available to parties to download (View Tender Time)	On 27.02.2025 from 05:00 PM onwards
Pre-Bid meeting	Not Applicable
Earnest Money Deposit	<ul> <li>i) ₹ 52,760/- (Rupees Fifty-Two Thousand Seven- Hundred and Sixty only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India Estate Cell, Byculla, Mumbai Central.</li> <li>NEFT details</li> <li>A/c No.: 04869229925</li> <li>IFSC: RBISOMBPA04 (5th &amp; 10th digits are zero)</li> </ul>

## **SCHEDULE OF TENDER (SOT)**

	Kindly provide the proof of EMD deposit to us at following email id: <u>sgangurde@rbi.org.in</u> / <u>shuklakamit@rbi.org.in</u>
Tender Fees	No Tender Fees
Last date of submission of EMD	By 02:00 PM on 03.04.2025
Date of Starting of e-Tender for submission of online Techno- Commercial Bid and price Bid	On 27.02.2025 from 05:00 PM onwards
Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid	At 02:00 PM on 04.04.2025
Date & time of opening of Part-I (Techno-Commercial Bid)	At 03:00 PM on 04.04.2025 at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

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

3. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director Reserve Bank of India Mumbai



# भारतीय रिज़र्व बैंक संपदा कक्ष, भायखला, मुंबई

# भारतीय रिज़र्व बैंक स्टाफ क्वार्टर, भायख़ला, मुम्बई में एस.आर.ए./ वी.ओ.एफ./ टी.एच.एच./ स्टूडियो / मेडिकल फ्लैटों एवं कम्युनिटी हाल में स्प्लिट ए.सी. इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

भारतीय रिज़र्व बैंक, मुंबई उपरोक्त कार्य के लिए र 25 लाख से र 50 लाख के बीच की लागत वाले कार्यों के लिए ए.सी. आपूर्ति हेतु भारतीय रिज़र्व बैंक, संपदा कार्यालय, फोर्ट, मुंबई के पैनल में शामिल ठेकेदारों से ई-निविदा मोड द्वारा दो-भागीय निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी इच्छुक पात्र सूचीबद्ध ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए एमएसटीसी लिमिटेड पर स्वयं को पंजीकृत करना होगा।

कार्य का नाम	भारतीय रिज़र्व बैंक स्टाफ कार्टर, भायख़ला, मुम्बई में एस.आर.ए./ वी.ओ.एफ./ टी.एच.एच./ स्टूडियो / मेडिकल फ्लैटों एवं कम्युनिटी हाल में स्प्लिट ए.सी. इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग
ई – निविदा नं.	RBI/Mumbai Regional Office/Estate/163/24-25/ET/989
निविदा का माध्यम	ई-खरीददारी प्रणाली- (ऑनलाइन भाग । – टेक्नो वाणिज्यिक बोली एवं
	भाग ॥ कीमत बोली
	(https://www.mstcecommerce.com/eprocn/) के माध्यम से
अनुमानित लागत	₹ 26.38 लाख
पार्टियों द्वारा डाउनलोड हेतु NIT	27.02.2025 को शाम 05:00 बजे से
उपलब्ध होने की तारीख (निविदा दिखने	
का समय)	01
बोली पूर्व बैठक	लागू नहीं
बयाना जमा	रुपये 52,760/- (बावन हजार सात सौ साठ रुपए मात्र) एनईएफटी या बी.जी. (बैंक गारंटी) के रूप में, भारतीय रिज़र्व बैंक, मुंबई के पक्ष में, भारतीय रिज़र्व बैंक, संपदा कक्ष, भायख़ला, मुंबई सेंट्रल में भौतिक रूप में वितरित किया जाना है।
	खाता नं. – 04869229925 IFSC कोड– RBISOMBPA04 (5वां और 10वां अंक शून्य हैं) बयाना जमा राशि (ईएमडी) जमा करने का प्रमाण हमें निम्नलिखित ईमेल आईडी पर ई-मेल करें: <u>sgangurde@rbi.org.in</u> / <u>shuklakamit@rbi.org.in</u>
	(नोट: एन.ई.एफ.टी. के लिए ई.एम.डी. राशि कट-ऑफ समय से पहले उपर्युक्त खाते में जमा की जानी चाहिए। ऊपर उल्लिखित खाते

# निविदा की अनुसूची

	के अलावा किसी अन्य खाते में जमा की गई ई.एम.डी. को वास्तविक ई.एम.डी. नहीं मानी जाएगी)
निविदा शुल्क	शून्य निविदा शुल्क
बयाना राशि जमा करने की अंतिम तिथि	03.04.2025 को अपराह्न 02:00 बजे तक
ऑनलाइन टेक्नो वाणिज्यिक बोली एवं	27.02.2025 को शाम 05:00 बजे से
कीमत बोली प्रस्तुत करने हेतु ई-निविदा के प्रारम्भ होने की तिथि	
ऑनलाइन टेक्नो वाणिज्यिक बोली एवं	दिनांक 04.04.2025 को अपराह्न 02:00 बजे तक
कीमत बोली प्रस्तुत करने की अंतिम दिनांक	
भाग –। को खोलने की तिथि व समय	दिनांक 04.04.2025 को अपराह्न 03:00 बजे
(टेक्नो वाणिज्यिक बोली)	निविदा भाग–। खोलने का स्थान: संपदा कक्ष, भायखला, मुंबई– 400 008
	भाग-॥ खोलने की तिथि और समय पात्र विक्रेताओं को बाद में सूचित
भाग- ॥ (मूल्य बोली) खोलने की तिथि	किया जाएगा।
और समय लेनटेन शल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान
लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीपी के अनुसार

2. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

3. भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल ऊपर दी गई आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

> क्षेत्रीय निदेशक भारतीय रिजर्व बैंक मुंबई



## Important instructions for E-procurement

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

## 1 Process of e-Tender:

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

**SPECIAL NOTE:** THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT <u>https://mstcecommerce.com/eprocn/</u>

1).Vendors are required to register themselves online with https://mstcecommerce.com/eprocn/

 $\rightarrow$  e-Procurement

 $\rightarrow$  PSU/Govt depts  $\rightarrow$  Select RBI Logo  $\rightarrow$  Register as Vendor  $\rightarrow$  Filling up details and creating own userid and password  $\rightarrow$  Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).

## Contact person (RBI, Estate Cell, Byculla, Mumbai):

- 1. Soniya Gangurde (Manager) 9870599254 (<u>sgangurde@rbi.org.in</u>)
- 2. A.B.Patil (Asst. Manager-Tech) 9912223053 (abpatil@rbi.org.in)
- 3. Amit Kumar Shukla (AM) 7985417169 (<u>shuklakamit@rbi.org.in</u>)
- 4. Harshal Patel (JE-Elec) 8155881595(harshalpatel@rbi.org.in)

#### Contact person (MSTC Ltd):

#### Contact person (MSTC):

- 1. Mr. Sushil Nale, Asst. Manager <u>sushil@mstcindia.co.in</u> Mobile- 09987758430
- 2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
- 3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
- 4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangoutID- (for text chat)- mstceproc@gmail.com
- 5. Technical support staff 022-22870471

Email: helpdesk@mstcindia.co.in

i)	Windows 7 or above Operating System.
ii)	IE-9 and above Internet browser. Latest Java Version (JRE- Windows X86 off software to be downloaded and installed in the system.
System s	•
,	op-up blocker to be turned off – System path is: Tools $\rightarrow$ Pop-up blocker $\rightarrow$ Turn off
b) Ja ba ea	o Blocker ava plugin is to be <b>enabled</b> - System path is: Tools → Manage add-ons→Under " ars and extensions" check if Java plug-in are enabled or not. If not enabled, clic ach option under "Oracle America, Inc." and at the bottom u will find an option to en em.
	er Compatibility view settings add " <u>https://mstcecommerce.com/eprocn/</u> ". Ipatibility view settings can be seen under "Tools".
c) Ir	n the path: Tools $\rightarrow$ Internet Options $\rightarrow$ in" General" Tab, click "settings" and chootion "Every time I visit the webpage".
d) w	In the path: Tools →Internet Options →in" General" Tab, click "Delete" option indow by name "Delete Browsing History" pops up. In this window, mark the follo neck boxes
CI	Preserve Favourites website data
	Temporary Internet files and website files
	Cookies and website data
	History
	Download History
	And click on delete.
Er pl 4) f) Ir then clicki (http:	the path: Tools $\rightarrow$ Internet Options $\rightarrow$ in "Security" Tab, select Internet->Uncheck nable protected mode-> click on custom level -> Enable 1) all the ActiveX Controls ug-ins 2) Access data source across domains 3) Allow status bar for updates via s o Scripting of JAVA applets. Select Disable for 'Use Pop up Blocker' and click 'OK'. In the path: Tools $\rightarrow$ Internet Options $\rightarrow$ in "Security" Tab, select Trusted sites, click'Sites'. Here, please add " <u>https://mstcecommerce.com/eprocn/</u> " by ing button 'Add'. Please ensure the check box 'Require server verification s:) for all sites in this zone'is unchecked. After, please close the box. Further, Enable Protected Mode' has to be unchecked.
g) In cເ	the path: Tools $\rightarrow$ Internet Options $\rightarrow$ in "Security" Tab, select Trusted sites $\rightarrow$ ustom level $\rightarrow$ enable 1) all the ActiveX Controls and plug-ins 2) Allow status bactates via script 3) Scripting of JAVA applets. Select Disable for 'Use Pop up Block
	ove settings are done, please click on 'Apply' followed by 'Ok' and close the brows WNLOAD AND SETTINGS
do	lick on 'JAVA Download' link in " <u>https://www.mstcecommerce.com/eproc/</u> ownload 'Windows X86 Offline' file of latest JRE.
,	pen the 'Control Panel' of your system and make sure the display is viewed by 'La ons'.

c) Click on 'JAVA (32 bit)'. Click on the tab 'Security'. Please ensure the JAVA content is enabled for browser by checking the box. The security level for the application to be kept 'High'. Add the website <u>https://mstcecommerce.com/eprocn/</u> by clicking on 'Add' and enter the URL in the location box. Once website is added, close the box. Next, go to 'Advanced' tab and choose Java console as 'Show console'. Under advanced security settings, enable the check box for all TLS and uncheck the SSL 2.0

## If MSTC portal opened in Edge

Below settings are specific to computers using Windows 10 and 11, with default Browser as Microsoft Edge.

## Settings required:

- 1. Windows Version check
- 2. Java check. Download and Settings.
- 3. Adding of Trusted Site
- 4. Settings in Edge.

Once all above mentioned 4 settings are done, you will be able to access MSTC e-Portal without any issue.

Details of Each setting is as below:

1. Windows Version check: The computer must have latest version of Windows 10 or 11. This can be checked by going to settings menu in Windows bar $\rightarrow$ In settings, please navigate to Update and Security Tab $\rightarrow$ In the Windows update menu please ensure that no updates are pending and latest version of windows in Installed. In case of any pending updates, please download and install them.

2. Java check: Java 32 Bit Version must be installed on the system.

a. To check if the computer already has Java installed, please go to Windows menu and search for Java, if Java is installed the Option to Configure Java will be visible.

b. If it is not visible, then open any search engine and search for Java 32 Bit download. Then open the link from <u>www.java.com</u>. On the page that opens, find Windows offline version and download the same. Please do not download the 64-bit system (even if your system is 64 bit, as the application requirement is 32 bit Java. If a system has both 32-bit Java and 64 bit installed, that will also work).

c. Once this is downloaded, please install it. Once installed, open Configure Java Menu, by going to Windows menu and search for Java. Click on configure Java to open it.

d. In the Configure Java menu (as shown below), click on the Security Tab. In the security Tab: i. Ensure that Enable Java Content for Browser is ticked.

ii. Ensure that Security Level is set to High

iii. In the exception site list, the MSTC website <u>https://www.mstcecommerce.com</u> has been added.

e. Next Click on the advanced tab and do the following settings:

i. Java Console: Show Console

ii. Shortcut creation: Always Allow

iii. JNLP File/MIME Association: Always Allow

iv. Application Installation: Install if Hinted

v. Execution Environment Security Settings: Tick all boxes

vi. Mixed code (sandboxed vs. trusted) security verification: Disable Verification

vii. Perform signed code certificate revocation checks on: Do not Check

viii. Perform TLS certificate revocation checks on: Do not Check

ix. Advanced Security Settings: All allow, except "Enable the operating system's restricted environment".

f. Click on Apply button and then click on 'OK' to close the Java window.

#### 3. Adding of Trusted Site:

a. Please go to Windows menu and search for Control Panel. Click Control Panel to open it.

b. In the Control panel, use the search pane on the right side, to search for Internet Options.

c. Open Internet Options and click on General Tab

d. In the section for Browsing History click on Settings tab and select "Every time I visit the webpage". Click on Ok

e. Then open the Security Tab and click on Trusted Sites. This will enable the Sites Button:

f. Click on the sites button as add <u>https://www.mstcecommerce.com</u> to Trusted Sites list. After adding click on Close button

g. While the Trusted Site zone in selected, click on Custom Level, so that security settings for Trusted sites can be updated

h. In the Security Settings window Scroll down to ActiveX Controls and plugins. Here select the following options

- i. Allow Active X filtering: Disable
- ii. Allow previously unused Active X controls to run without Prompt: Enable
- iii. Allow Scriplets: Enable
- iv. Allow Prompting for Active X controls: Enable
- v. Binary and Script behavior: Enable
- vi. Display video and animation on webpage: Enable
- vii. Download Signed Active X controls: Enable
- viii. Download Unsigned Active X controls: Enable
- ix. Initialize and script Active X controls not marked as safe for script: Enable
- x. Only Allow approved domains to use Active X without Prompt: Enable
- xi. Run Active X Controls and plugins: Enable
- xii. Run Antimalware software on Active X controls: Disable
  - xiii. Script Active X controls marked safe for scripting: Enable

i. In the same screen, scroll down to Miscellaneous and specifically change the following settings (do not change any other settings on this page): i. Access Data Sources across Domains: Enable— ii. Display Mixed Content: Enable

- iii. Include Local Directory Path when uploading files to Server: Enable
- iv. Launching applications and unsafe files: Enable
- v. Launching Programs and files in IFRAME: Enable
- vi. Navigate windows and frames across different domains: Enable
- vii. Use Pop up blocker: Disable
- viii. Use Windows Defender SmartScreen:

DisablePress Ok to Close window.

j. Press Apply to apply these settings and Ok to close window.

#### 4. Settings in Edge:

a. Open Edge Browser

b. Click on tools on the right hand side and select 'Settings' button

c. In the settings menu click on Default Browser

d. In the page that opens, select Let Internet Explorer open sites in Microsoft Edge as Always

e. In the next section, i.e., Allow sites to be reloaded in Internet Explorer mode as Allow

f. Open a new Tab and open MSTC e-Bidding Site. After the site has been opened, click on settings menu on the right side and click on the button reload in Internet Explorer mode g. The page will reload and pop up will open to open this page in Internet Explorer mode next time. This will ensure that the page auto loads in Internet Explorer mode from the next time. Thispop up can also be opened by clicking on "e" button on the left side of URL.

You may note that if a new page is opened in Edge, it will be required to be reloaded in InternetExplorer mode once again and added to the pop up (as shown above) so that it auto loads in Internet Explorer mode subsequently.

## Special Note towards Transaction fee:

The vendors shall pay the transaction fee using **"Transaction Fee Payment"** link in the vendorlogin. The vendors have to select the particular tender from the event dropdown box. The vendormay choose their preferred mode of payment and remit the transaction fee to MSTC. Transactionfee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. Bidders are advised to remit the transaction fee well in advancebefore the closing time of the event so as to give themselves sufficient time to submit the bid.

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

	Bidding i	n e-Tender:
	Didding	
	a)	The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
	b)	The vendor(s) who have submitted transaction fee can only submit their Bids.
	c)	The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the
	d)	'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'. After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
	e)	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.
	f)	During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
	g)	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in schedule of tender.
	h)	All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
	i)	It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
	j)	'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.
	k)	
<u>3</u>	E-tender	cannot be accessed after the due date and time mentioned in NIT.
	No devia	tion to the technical and commercial terms & conditions are allowed.
		er inviting authority has the right to cancel this e-tender or extend the due date of bid(s) without assigning any reason thereof.
		are requested to read the vendor guide and see the video in the page <u>w.mstcecommerce.com</u> to familiarize them with the system before bidding.

## Important Note

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

#### DISCLAIMER

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

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

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

## <u>Section – I</u>

#### **Commercial Terms and Conditions**

#### FORM OF TENDER

Place	
Date	•

To The Regional Director Reserve Bank of India Estate Cell, Byculla, Mumbai-400008

Dear Sir,

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

#### <u>MEMORANDUM</u>

(a)	Description of works	Supply, Installation, Testing and Commissioning of Split AC Units in SRA/VOF/THH/Studio/Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai
(b)	Eligibility	Empaneled contractors of Reserve Bank of India, Mumbai who are empaneled for the work of "Supply and Maintenance of ACs" under category ₹ 25 to 50 Lakh.
(C)	Estimated cost	Rs. 26.38 Lakh
(d)	Earnest Money	Rs. 52,760/-
(e)	Percentage to be deducted from bills	NIL. However, PBG @5% of contract amount has to be submitted with 7 years validity
(f)	Time allowed for completion of the work from 10th day of the work order	60 days

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default

thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

- 3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
- 5. The Tender is submitted in two parts in e-tender form. Part I contains all commercialterms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Designation Place
the above signatory should be enclosed)
name, address and date
name, address and date

## SECTION II

#### **General terms and conditions**

- 1. E tenders are invited from the empaneled contractor for the work of in SRA/VOF/THH/Studio flats/Medical flats and community hall at RBI Byculla Quarters, Mumbai-400008. The last date of uploading the tender in MSTC website **till 2:00 PM on 04.04.2025**
- 2. The tenders for the above work shall be submitted in two parts viz. Part I containing technicaland commercial details of the offer and Part II containing prices only. Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the MSTC Portal, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. The last date of uploading the tender in MSTC website is till 2:00 PM on 04.04.2025
- 3. Part-I of the tenders will be opened at 3:00 PM on 04.04.2025. All the vendors shall upload the documents related to eligibility criteria on the RBI portal of MSTC website and Part II will be opened on same day, if no deviations submitted by any contractor or on a subsequent date, which will be intimated to the tenderers in advance. All the information called for shall be complete in all respects. Information furnished on sheets otherthan those supplied may not be considered. However, the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.
- 4. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in fullor in part, without assigning any reason therefor. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).
- 5. The bidder shall deposit earnest money of Rs. 52,760/- i.e. @ 2 % of the estimated cost of the work through NEFT / by irrevocable bank guarantee. The Earnest Money Deposit paid by the successful bidder 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 not be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be returned after virtual completion of the work.
- 6. The tenders shall be valid for a period of 90 days from the date of opening of Part-I of the tender.
- 7. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly completed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc.
- 8. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period **of 60 days** from the 10th day of the work order.

- 9. Damages for non-completion: If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the 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.
- 10. Warranty/Defect Liability period (DLP) : Any defect or fault which may appear during 12 months from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide 4 free service during DLP period. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

#### 11. Performance Bank Guarantee (PBG):

**Performance Bank Guarantee (PBG) as security deposit for due fulfillment of Defect Liability Period and AMC**: After successful completion of the work, the contractor shall furnish a Bank Guarantee of an amount equal to 5% (Five percent) of the contract value from any scheduled Bank in the form prescribed by the Bank as per **Annexure-I** for the due fulfilment of the Defect Liability Period of 1 year and CAMC of 6 years i.e. total 7 years. Therefore, this Bank Guarantee should be valid for period of 7 years. The payment will be made after submission of PBG.

12. Comprehensive Annual Maintenance Service contract:

Conditions	1.0 TR & 1.8TR Split AC
Comprehensive AMC covers all parts of AC (except remote)	Yes
Gas charging	Included in AMC
Labor, Transportation, material or any other work for making the AC back to good condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited

AMC Payment	Quarterly after satisfactory rendering the services. Service report duly signed by authorized person of RBI should be attached withBill
Period for AMC to be provided	For a period of 6 years after 1 year DLP
Hike in AMC amount	As per the formula given in the tender
Time for attending the complaint after lodging complaint via email/Phone or anyother means	24 hours
Penalty for not attending the complaint on time (Penalty may waive by RBI based on the engineer's report)	Rs.200/day/AC unit subject to a maximum of 10% of the AMC amount.

Service contract shall be renewed for a further additional period of at least 6 years after the initial annual service contact period of one year. While renewing the contract the new contract amount will be arrived at based on following formula

$A_{C} = A_{P} [(15+60x(EPI_{C}/EPI_{P}) + 25x(CPI_{C}/CPI_{P})] \times 1/100$				
Ac	The contract amount for the current year.			
A <sub>P</sub>	The contract amount for the previous year.			
EPIc	Wholesale Price Index for Electrical Products 6 months prior to the			
	commencement date of contract for the current year.			
EPI₽	Wholesale Price Index for Electrical Products 6 months prior to the			
	commencement date of contract for the previous year.			
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6 months prior			
	to the commencement date of contract for the current year.			
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior			
	to the commencement date of contract for the previous year.			

If the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor.

13. Evaluation of tenders: - Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system(A), Buy back value of old ACs (B) and taking into account the effect of rates quoted for Comprehensive Annual Maintenance service contract charges (AMC)(C) for a period of 6 years after the expiry of 1 year defect liability period.

Net Owning cost shall be the total of Capital Cost of the System (A) minus buy back amount of old ACs plus the NPV of comprehensive annual maintenance Service contract charges for the period of 6 years after 1-year defect liability period.

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

# Net Owning Cost of System = Capital Cost (A) - Buy back amount of Old ACs (B)+ (AMC Charges (C) x MF)

(MF is the NPV factor for 7 years (1yr warranty + 6yr AMC) = 4.9414)

The bidder who quotes the least Net Owning Cost shall be treated as the L1 bidder. (All the above components and applicable GST thereon shall be taken into account for arriving at Net Owning Cost)

- 14. Terms of Payment: The following terms of payment will apply to the contract:
  - a. 60% of the quoted rate of item no 1 & 2 of the part-II will be paid against delivery of split AC units.
  - Balance amount will be paid after erection, testing, commissioning and handing over of the entire system and submission of PBG of 5% of the contract amount valid for 7 years.
- 15. **Insurance:-** The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.
  - a. Storage, erection, testing and commissioning policy for the total amount of contract.
  - b. Workmen compensation policy.
  - c. Third party liability policy with the limits as under.
    - I. Rs.10,00,000/- for the contract period.
    - II. Rs.2,00,000/- per occurrence
- 16. Works to be arranged by the contractor: -

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:

- a. Making good all damages caused to the structure during installation and restoring the same to their original finish.
- b. Minor building works necessary for installation of equipment, making of opening in walls preferably by core cutting (as the case may be) or in floors and restoring them to their original condition/ finish and necessary grouting etc. as required.
- c. Providing necessary signage for the equipment, cable etc.
- d. Cleaning of the premises after work and removal of any debris or wastes generated during the work.
- 17. The payment for the system will be made by RBI, Estate Cell, Byculla. Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Mumbai.
- 18. Agreement: The successful tenderer shall execute an agreement with the Bank on a non-judicial stamp paper of requisite value in the format in Annexure-II enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. The cost of stamp paper shall be borne by the contractor.

#### 19. Non-disclosure Clause

You shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment's etc. which may come to your possession or knowledge 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. You 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. You 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 Bank. You shall indemnify the bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on your part and the Bank shall be entitled to claim damages and pursue legal remedies.

- 20. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- 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 workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

21. The clauses 18 &19 will be part of agreement during AMC also.

22. Work men compensation insurance with Reserve Bank as the first name (Principle Employer) is to be taken and submitted to the bank before commencement of the work.

Place: Date:

Signature of the contractor with seal

#### SECTION III

#### Special conditions

- 1. The workmen will not be allowed to stay within the premises.
- 2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
- 3. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
- 4. The debris/dust or any wastage generated out of the above work shall be cleaned as required and as instructed by the Bank's Engineer.
- 5. The Tenderer shall remove all the debris collected at site (from the Bank's premises), as per the satisfaction of Bank's Engineers.
- 6. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
- 7. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.
- 8. Any damage caused by the contractor to any of the Bank's property during the work must be rectified by him at his cost.
- 9. Rates quoted online by the Tenderers in the "Rate Column" should be including GST.
- 10. While submitting invoice after award of work, the contractor shall clearly indicate the GST amount involved in the work value.
- 11. Before submitting the quotation, firm should visit the site and get acquaint themselves about the site conditions.

## SECTION IV APPENDIX HEREIN REFERRED TO

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.	
2.	Period of final measurement	1 month from the date of final commissioning.	
3.	Date of commencement	10 <sup>th</sup> day from the date of work award letter.	
4.	Period of completion	60 days from the 10 <sup>th</sup> day of work order	
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract amount per week subject to a maximum of 10% of the contract amount.	
6.	Retention Percentage	NIL. However, PBG of 5% contract value to be provided with 7 years validity.	
7.	Interest for delayed payment	3 percent per annum	

Place:

Date:

Signature and seal of contractor With full address

#### **SECTION-V**

#### Safety Code

- 1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
- 4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
- 7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
- 8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.

ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

- 11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
- 12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
- 13. The ropes sued in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.
- 14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
- 15. 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 lifts 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: SIGNATURE AND SEAL OF THE CONTRACTOR
DATE:

#### **Section VI**

# Supply, Installation, Testing and Commissioning of Split AC Units in SRA/VOF/THH/Studio flats/Medical flats and community hall at RBI Byculla Quarters, Mumbai - 400008

SI.	Work	Description	
No.			
1	SITC of Split AC unit	<ul> <li>Cooling Capacity (minimum): 1.0 TR and 1.8 TR</li> <li>The air conditioners shall be of inverter type and operating on 230 volts +/- 10%, 50 Hz single phase AC supply capable of performing cooling, air circulating and filtering.</li> <li>Category: Inverter Split Air Conditioners</li> <li>Compressor type: Rotary/ Swing</li> <li>Star rating: BEE 5 Star or above</li> <li>Copper evaporator and condenser coils.</li> <li>Refrigerant: R 32/R410A</li> <li>Supply and laying of required size copper pipes between indoor and outdoor units with required nitrile rubber insulation including clamping on wall with suitable size GI clamps etc.</li> <li>Cost of minor civil/ electrical works such as opening and closing of false ceiling, drilling through the wall, end termination of cables etc. as per site condition should be done without any extra charge.</li> </ul>	
2	Supply and fixing of PVC insulated wire (Common for the work)	<ul> <li>All wires/ cables used should be FR PVC insulated.</li> <li>Conductor material: Copper stranded conductor</li> <li>PVC wires should be routed along with copper piping</li> <li>Flexible PVC conduit should be provided wherever necessary</li> <li>Wiring should be carried out in neat manner following good engineering practice as directed by the engineer.</li> <li>Any associated civil work as per site condition should be carried out</li> </ul>	

## **Technical Specifications**

## Section VII

## Approved Makes

ltem	Make
Split AC	Daikin / O-General/Mitsubishi
Cables / wires	Polycab/ Finolex/ RR Cable
PVC drainpipe/ bends/ coupling etc	Finolex/ Aashirvad/ Astral

## Section-VIII

## Details of Technical parameters(To be filled by the Suppliers)

Sr. No.	Particulars	1.0 TR split AC	1.8 TR split AC
1	Make:		
	Model No:		
2	Star rating: (Inverter model) 5 Star or above Inverter model		
3	Compressor type		
4	Compressor warranty in years		
5	Refrigerant type		
6	Condensation coil material (copper)		
7	Evaporator coil material (copper)		
8	Nominal Air flow		
9	i) Cooling capacity		
	ii) Rated power supply		
	a. voltage		
	b. frequency		
	c. phase		
	iii) Power consumption in watts		
	iv) fan speed		
	v) Dimensions		
	a. indoor unit		
	b. outdoor unit		
	vi) Cabinet material		
	a. indoor unit		
	b. outdoor unit		

Place Seal and signature of contractor / supplier Date

Annexure-I

## Proforma of Performance Bank Guarantee

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

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

Date \_\_\_\_\_

To:

The Regional Director Reserve Bank of India Estate Cell, Mumbai Central (East) Mumbai-400008

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnishable to you by M/s \_\_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for "Supply, Installation, Testing and Commissioning of Split AC Units in SRA/VOF/THH/Studio/Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai" as per the e-Tender dated \_\_\_\_\_\_ and your Special Conditions of Contract and other e-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 \_\_\_\_\_\_ 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 uncancelled 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 e-Tender or showing of any indulgence by the Bank to the e-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 favor 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 (Bankers Name & Seal)

(For & on behalf of the above named Bank)

BRANCH MANAGER (Bankers Seal)

Address -----

Annexure-II

# Article of Agreement

यह करार की शर्तें मुंबई में को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियुक्ता कहा गया है) और दूसरा पक्ष है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।	ARTICLESOFAGREEMENTmadethedayofbetween the ReserveBank of India, having its Central Office atMumbai (hereinafter called "the Employer")oftheonepart
जबकि नियोक्ता भारतीय रिज़र्व बैंक स्टाफ कार्टर, भायख़ला, मुम्बई में एस.आर.ए./ वी.ओ.एफ./ टी.एच.एच./ स्टूडियो / मेडिकल फ्लैटों एवं कम्युनिटी हाल में स्प्लिट ए.सी. इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" का इच्छुक है और किए जाने वाले कार्य का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं और जबकि उक्त विनिर्देशों और मात्राओं की अनुसूची पर पार्टियों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।	WHEREAS the Employer is desirous of carrying out the work of "Supply, Installation, Testing and Commissioning of Split AC Units in SRA/VOF/THH/Studio/Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai ", and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer. AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.
और जबकि ठेकेदार यहां निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और अनुबंध की मात्राओं और शर्तों की अनुसूची में संशोधित और दोनों पक्षों (सभी) द्वारा अंतिम रूप से स्वीकार किए अनुसार विषय कार्य को निष्पादित करने के लिए सहमत हो गया है। जिन्हें सामूहिक रूप से इसके बाद "उक्त शर्तों" के रूप में संदर्भित किया गया है, उक्त चित्रों पर दिखाए गए कार्य और/या उक्त विशिष्टताओं में वर्णित हैं और उसमें निर्धारित की गई संबंधित दरों पर मात्रा की अनुसूची में शामिल हैं, जो कि प्राप्त राशि के बराबर या ऐसी अन्य राशि जो इसके तहत देय होगी <b>(इसके बाद इसे "उक्त</b>	AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties ( all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived

अनुबंध राशि" के रूप में संदर्भित किया जाएगा)।	at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").
अब इस बात पर निम्न तरह से सहमति है -	NOW IT IS HEREBY AGREED AS FOLLOWS -
<ol> <li>उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त अनुबंध राशि पर विचार करते हुए, लेखा परीक्षक, उक्त शर्तों के अधीन, उक्त ड्राइंग पर दिखाए गए निर्दिष्ट विनिर्देशों और मात्राओं की अनुसूची और वर्णित कार्य को निष्पादित और पूरा करेगा। ।</li> </ol>	1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Auditor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.
2 नियोक्ता ठेकेदार को उक्त अनुबंध राशि या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।	2 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
3. उक्त शर्तों और उसके अनुबंधों को इस समझौते के भाग के रूप में पढ़ा और समझा जाएगा और संबंधित पक्ष क्रमशः उक्त शर्तों का पालन करेंगे, खुद को उक्त शर्तों के प्रति समर्पित करेंगे और अपनी ओर से उक्त शर्तों में क्रमशः समझौते का पालन करेंगे।	3. The said Conditions and Annexures 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. यहां उल्लिखित चित्र, समझौता और दस्तावेज़ इस अनुबंध का आधार बनेंगे।	4. The Plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. यह अनुबंध न तो एक निश्चित एकमुश्त अनुबंध है और न ही टुकड़ा-कार्य अनुबंध है, बल्कि दरों की अनुसूची और संभावित मात्रा में निहित दरों पर या उक्त शर्तों में प्रदान की गई वास्तविक मापित मात्रा के अनुसार पूर्ण कार्य के लिए एक अनुबंध है।	5. This Contract is neither a fixed Lump sum Contract nor a Piece-work Contract but is a Contract for the complete work according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. ठेकेदार उक्त शर्तों में निर्धारित तरीके से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा प्रदान करेगा, और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्शों आदि को हुए किसी भी	6. The Contractor shall afford every reasonable facility for carrying out of all works relating to work in the manner laid down in the said conditions, and shall make good any damages done to walls, floors,

नुकसान की भरपाई करेगा।	etc., after the completion of such works.
7. नियोक्ता इस अनुबंध पर प्रतिकूल प्रभाव डाले बिना, अनुबंध की अवधि के दौरान किसी भी समय काम की किसी भी वस्तु को जोड़कर या हटाकर या उसके कुछ हिस्सों को पूरा करके काम की ड्राइंग और प्रकृति को बदलने का अधिकार सुरक्षित रखता है।	7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
8. समय को इस अनुबंध का सार माना जाएगा और लेखा परीक्षक उक्त शर्तों के अनुसार कार्य आदेश जारी होने के दिन/स्वीकृति के पत्र से काम शुरू करने और समय विस्तार के लिए प्रावधानों के अधीन कार्य आदेश की तारीख के 10 वें दिन से 60 दिन के भीतर काम पूरा करने के लिए सहमत है।	8. Time shall be considered as the essence of this Contract and the Auditor hereby agrees to commence the work from the day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 60 days from 10th day of the date of work order subject nevertheless to the provisions for the extension of time.
9. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिज़र्व बैंक, भायख़ला, मुंबई में किए जाएंगे।	9. All payments by the Employer under this Contract will be made only at Reserve Bank of India, Byculla, Mumbai.
10. इस समझौते से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को मुंबई में उत्पन्न माना जाएगा और केवल मुंबई की अदालतों को ही इसे निर्धारित करने का अधिकार क्षेत्र होगा।	10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
<ul> <li>11. ठेकेदार कार्यस्थल पर यौन उत्पीड़न अधिनियम के प्रावधानों का पालन करेगा।</li> <li>a. बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में फर्म पूरी तरह से जिम्मेदार होगी। शिकायत भारतीय रिजर्व बैंक द्वारा गठित क्षेत्रीय समिति के समक्ष दर्ज करायी जायेगी। बैंक शिकायत के संबंध उक्त के तहत उचित कार्रवाई सुनिश्चित करेगा।</li> </ul>	<ul> <li>11. The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.</li> <li>a. The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint</li> </ul>
b. ठेकेदार के किसी भी पीड़ित कर्मचारी द्वारा बैंक / डी.आई.सी.जी.सी. के किसी भी कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत पर	b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank / DICGC shall be taken cognizance of

बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।	by the Regional Complaints Committee constituted by the Bank.
c. यदि घटना में ठेकेदार के कर्मचारी शामिल हैं तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए, यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो बैंक के कर्मचारी को कोई मौद्रिक राहत।	c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved.
d. ठेकेदार अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में शिक्षित करने के लिए जिम्मेदार होगा।	d. The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
e. ठेकेदार बैंक के परिसर में तैनात अपने कर्मचारियों की पूरी और अद्यतन सूची प्रदान करेगा।	e. The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
12. ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक के बुनियादी ढांचे/सिस्टम/उपकरण आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इसके संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकता है। किसी भी तीसरे पक्ष के साथ समझौता, और इसे हर समय पूर्ण विश्वास में रखा जाएगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय मानेगा, इसके तहत दायित्वों को पूरा करने या लागू कानूनों का अनुपालन करने के लिए आवश्यक सीमा को छोड़कर। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पेपर या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए ठेकेदार नियोक्ता को क्षतिपूर्ति देगा। उपरोक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय अपनाने का हकदार होगा।	12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with 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.

कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा कि इस समझौते के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हैं। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व समाप्ति के बाद भी बने रहेंगे। यदि ऑडिटर एक साझेदारी या एक व्यक्ति है इसके साक्ष्य में, नियोक्ता और लेखा परीक्षक ने इन उपहारों के लिए अपनी साझेदारी या संबंधित हाथ निर्धारित किए हैं और ऊपर लिखे गए दिन और वर्ष के दो डुप्लिकेट अलग-अलग हैं। यदि ऑडिटर एक कंपनी है। इसके साक्ष्य में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन कंपनी प्रस्तुतियों पर अपना हाथ रखा है और लेखा परीक्षक ने इसकी आम मुहर लगाई है और उक्त दो डुप्लिकेट को अपनी ओर से निष्पादित करने के लिए कहा है, दिन और वर्ष पहले यहां लिखा गया है।	The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non- disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry. If the Auditor is a partnership or an individual. IN WITNESS WHEREOF the Employer and the Auditor have set their partnership or an respective hands to these presents and two duplicates individual hereof the day and year first herein above written If the Auditor is a company IN WITNESS WHEREOF the Employer has set its hands to these company presents through its duly authorized official and the Auditor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री के द्वारा	Shri
(नाम और पदनाम)	(Name and Designation)
इनकी उपस्थिति में -	In the presence of
साक्षी -	Witnesses –
1	1
पताः	Address:
2	2
पताः	Address:

यदि भाग साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के द्वारा या सभी भागीदारों की तरफ से हस्ताक्षरित होना चाहिए		If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.	
के द्वारा हस्ताक्षरित और वितरित किया गया था। साक्षी 1) पता  2) पता		SIGNED         AND         DELIVERED         BY	
दिनांक को आयोजित बैठक में निदेशक मण्डल द्वारा पारित संकल्प के अनुसरण में आम मुहर यहाँ के लिए लगाई जाती है।	यदि ठेकेदार ने आम मुहर के तहत हस्ताक्षर किये हैं, तो उस हस्ताक्षर का संस्था के अंतर्नियम में मुहर क्लॉज के साथ मिलान करना चाहिए। यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने	THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the	If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations. The Contractor is signing by the hand of power of attorney whether a company or individual.
की उपस्थिती में (1) 	हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	meeting held on   In the presence of 1.  2.	

	······		
निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों	Directors who have signed these presents in		
पर हस्ताक्षर किये हैं - (1)	taken thereof in the presence of (1)		
(1)			
(2)	(2)		
2	2		
	If the Contractor is signed by the hand of Power		
ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	of Attorney, whether of a company or an		
	individual		
इनके द्वारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED BY -		
इन के हाथ से ठेकेदार द्वारा	The Contractor by the hand of		
श्री	Shri		
और विधिवत गठित वकील	and duly constituted attorney.		



## Reserve Bank of India Estate Cell, Byculla, Mumbai

Supply, Installation, Testing and Commissioning of Split AC Units in SRA/VOF/THH/Studio/Medical Flats and Community Hall at RBI Byculla Quarters, Mumbai

# Part-II (Unpriced Bill of Quantities)

SI. No.	Description	Qty.	Unit
1	Supply, Installation, Testing and Commissioning of minimum 1.0 TR capacity 5 Star, inverter type Split AC unit with cordless remote etc. as per the technical specifications given in the tender. Rate must be inclusive of all taxes, duties, labor charges providing opening through wall, finishing the surface used for taking copper pipe using white cement, suitable insulation material and transportation at site.	48	Nos
2	Supply, Installation, Testing and Commissioning of minimum 1.8 TR capacity 5 Star inverter type Split AC unit with cordless remote etc. as per the technical specifications given in the tender. Rate must be inclusive of all taxes, duties, labor charges providing opening through wall, finishing the surface used for taking copper pipe using white cement, suitable insulation material and transportation at site.	06	Nos
3	SITC of copper piping (both Gas and Liquid) with nitrile insulation and white tape along with supports, hardware etc. required for the ACs mentioned in SI. No.1& 2	165	Meter
4	SITC of 4 core x 2.5 sq.mm power/communication cable from outdoor unit to indoor unit for the supplied ACs mentioned in SI No. 1 and 2	200	Meter
5	SITC of suitable stand with anti-vibration pad for placing outdoor unit.	54	Nos

6	SITC of 1-inch PVC drain pipe wherever required along with hardware, accessories and connecting the drain line till floor level/drainage point in balcony.	60	Meter
	Total (A)		
7	Buyback of old Split AC units including dismantling and taking away as and where basis along with old copper piping and stands etc.		
a.	1.0 TR Split AC units	40	Nos
b.	2.0 TR Split AC units	06	Nos
	Total (B)		
8	Charges for all-inclusive Comprehensive AMC for 1.0 TR Split AC units after 1year warrantee period for the scope of the work given in tender (includes all parts except remote).	48	Nos
9	Charges for all-inclusive Comprehensive AMC for 1.8 TR Split AC units after 1year warrantee period for the scope of the work given in tender (includes all parts except remote).	06	Nos
	Total (C)		

Date:

Signature of the Contractor / Firm with Seal

Place: