



Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in, RBI, Patna

Reserve Bank of India invites two-part e-tender for "Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna". Interested and eligible companies / firms can download the tender form from Reserve Bank of India's website https://rbi.org.in/Scripts/BS_ViewTenders.aspx and MSTC website <https://www.mstcecommerce.com>. The estimated cost of the tender is ₹14,20,000. The timelines for the tender are as follows:

1	Date and time of downloading Tender Form from Website	October 16, 2024 from 12.00 pm
2	Last date for submission of tender form	November 05, 2024 up to 02.00 pm
3	Last date for submission of earnest money	November 05, 2024 up to 02.00 pm
4	Date and time of opening of Tender part – I	November 05, 2024 at 03.00 pm
5	Earnest Money	₹28,400/-

All interested companies/agencies/ firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and MSTC website. The Bank reserves the right to reject any tender or all tenders without assigning any reason.

**Regional Director
Patna**

SCHEDULE OF TENDER (SOT)

1. e-Tender No.	RBI/Patna Regional Office/Estate/9/24-25/ET/526 [SITC of Cooling Towers]
2. Name of the Work:	Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna.
3. Mode of Tender:	e-Procurement System, Online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website https://www.mstcecommerce.com/eprochome/rbi
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download at website https://www.mstcecommerce.com/eprochome/rbi	October 16, 2024 from 12.00 pm
5. Date and venue of the Pre-Bid Meeting (offline)	On October 23, 2024 at 12.00 pm Venue: - Estate Department, Reserve Bank of India, South Gandhi Maidan, Patna - 800001
6. Estimated cost of the work:	Rs. 14,20,000/- (Rupees Fourteen Lakh Twenty Thousand) only.
7. Earnest Money Deposit (EMD)	EMD of Rs. 28,400/- shall be paid through NEFT, details of NEFT transfer to A/C No-186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01 , Branch Name – Patna, Branch Address –South Gandhi Maidan, Patna – 800001. 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 estatepatna@rbi.org.in before 14:00 Hrs. on November 05, 2024. Please mention your company name in NEFT transaction remarks. or EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Department, Reserve Bank of India, South Gandhi Maidan, Patna – 800001 before 14:00 Hrs. on November 05, 2024.
8. Last date of submission of NEFT transaction details / Bank Guarantee for EMD	November 05, 2024 up to 02:00 PM

9. Performance Bank Guarantee (PBG)	10% of Contract amount.
10. Time allowed for completion of the work which shall be reckoned from the 14th day of issue of the letter of acceptance of tender.	120 Days.
11. Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	October 16, 2024 from 12:00 PM
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	November 05, 2024 up to 02:00 PM
13. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	November 05, 2024 from 03:00 PM
14. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated through system generated mail / message.
15. Transaction fees	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
16. Tender fees for download from portal	Nil.

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, पटना ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्ति या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

DISCLAIMER

Reserve Bank of India, Estate Department, Patna, has prepared this document to give 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 in writing that 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 advisor.

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.

Annexure-1

Important instructions for e-procurement of MSTC Portal

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

1. Process of e-tendering

(A) Registration:-

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

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

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

(2) Vendors will receive a system generated mail confirming their registration in their e- mail which has been provided during filling the registration form. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprochome for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e- tender).

Contact person (MSTC): Help desk helpdesk@mstcindia.co.in 0674-2544199/ 2950091

Mr. Sabyasachi Mukherjee, Mobile No.7278030407 email: smukherjee@mstcindia.co.in	
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Contact Person (RBI):

1. Mayank Raj Assistant Manager Email: mayankraj@rbi.org.in Contact: 8102478560	2. Shri Anshuman Tripathi Assistant Manager (Tech - Electrical) Email: anshumantripathi@rbi.org.in Contact: 9415015483
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	(B) System Requirement: - i) Windows 7 and above Operating System ii) IE-9 and above Internet browser. iii) Signing type digital signature iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline) To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.
2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them. Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE - Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
5.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

6.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	Bidding in e-tender: (a) Bidder(s) need to submit necessary EMD (in Case of EMD in the form of DD/Bank Guarantee) in person at Estate Department, Main Office Building, Reserve Bank of India, Patna-800 001 to be eligible to bid online in the e-tender. No interest will be paid on EMD. (b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. (c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu /Govt. depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid. (d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. (e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid. NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the "Final Submission" button has been clicked by the bidder. (f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. (g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. (h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. (i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.

	(j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. (l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. (m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12.	RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
PATNA**

E-Tender Notice
(Only through MSTC e-procurement portal)

Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna

1. E-Tender in two parts is invited for "Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna". The estimated cost of the work is ₹14,20,000/- and is to be completed within 120 days from the 14th day of award of work.
2. Only those firms who have minimum 5 years of experience (works completed on or before September 30, 2019) in the field of undertaking similar works, i.e. "Supply, Installation, Testing & Commissioning (SITC) of cooling towers in institutional/ commercial/ office buildings";

AND

3. have successfully executed similar works of values: -
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
 - OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
 - OR
 - (c) One work costing not less than the amount equal to 80% of the estimated cost

during last 5 years (works completed on or after September 30, 2019)

AND

have a minimum annual turnover of 100% of estimated cost during the last 3 financial years.

4. The Tenderers should invariably furnish the following information/documents along with the tender documents so as to satisfy the Bank about their eligibility for participation in the e-Tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/ other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be uploaded.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.

(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities/ departments under whom the work(s) was/ were executed should be uploaded.
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5. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them.
6. Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on October 16, 2024. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is by **02:00 p.m. on November 05, 2024**. Part I of the e-Tender will be opened at **03:00 p.m. on November 05, 2024**. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in [Annexure-1](#) following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
7. Tender documents in prescribed form shall be uploaded on MSTC website. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the work and Tenderers' covering letter. However, an EMD of **₹ 28,400/-** in the form of NEFT transfer (**The bank details for NEFT are A/c Name: A/C No-186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01, Branch Name – Patna, Branch Address –South Gandhi Maidan, Patna – 800001**), or a demand draft favoring Reserve Bank of India payable at Patna or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person to Estate Department, Reserve Bank of India, Estate Department, Main Office Building, Patna 800001, before 2:00 p.m. on November 05, 2024. Demand draft/Bank Guarantee should be submitted in sealed cover super scribed "EMD for tender of Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna".
8. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.
9. The applicants/tenderers have to upload the following documents on MSTC portal
 - a. Client's certificate as per format at [Annex- B](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.

b. Banker's certificate as per format at [Annex -C](#) from their banker/ bankers.

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

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

11. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason there for.

Place: Patna

Date:

Regional Director
Patna



भारतीय रिजर्व बैंक
Reserve Bank of India

E-Tender For
Supply, Installation, Testing & Commissioning (SITC) of
cooling towers with allied works at Bank's Main Office
Building in Patna

Part - I

Name of Tenderer: _____

Address: _____

Date of Pre-Bid Meeting : October 23, 2024 at 12:00 p.m.

Due date and time for Submission of e-Tender : November 05, 2024 at 02:00 p.m.

Date of opening of Part- I of e-Tender : November 05, 2024 at 03:00 p.m

Venue : 2nd Floor, Estate Department,
Main Office Building, RBI,
Patna -800 001

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Section I

Form of Tender

To,

The Regional Director
Reserve Bank of India
Estate Department,
Patna

Date: _____

Place: _____

Dear Sir / Madam,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna.
(b)	Estimated cost	Rs. 14,20,000/-
(c)	Terms of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.

(d)	Earnest Money	Rs. 28,400/- (INR Twenty-Eight Thousand Four Hundred only)
(e)	Performance Bank Guarantee	5% of contract amount (capital cost)
(f)	Retention Money (Rs.)	5% of Executed Value
(g)	Time allowed for completion of work from fourteenth day from the date of letter advising issue of work order.	120 days

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure E](#)).
3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹28,400/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The tender submitted will be only through e-procurement of MSTC Portal.

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 uploaded in MSTC portal).

Witnesses

(1) Signature with _____
Name, address and date _____

(2) Signature with _____
Name, address and date _____

Section II

Articles of Agreement

यह करार एक पक्ष के रूप में भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई- 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरे पक्ष के रूप में (जिसे इसके बाद ठेकेदार कहा गया है) के बीच के दिन निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता बैंक के मुख्य कार्यालय भवन, पटना में कूलिंग टावर की आपूर्ति, स्थापना, परीक्षण और कमीशन एवं संबंधित कार्य की व्यवस्था एवं स्थापना करवाने के कार्य के लिए इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto. था जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य, (जिन्हें इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा जाएगा) के अनुसार कार्य को, जो उक्त ड्राइंग तथा/अथवा उक्त विनिर्देश में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर (इसके बाद इसे "उक्त संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

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

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS

1. ठेकेदार उक्त शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

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

2. नियोक्ता, ठेकेदार को उक्त संविदा राशि अथवा समयसमय पर देय होने- वाली अन्य राशि उक्त शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।
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 के अनुसार संपदा विभाग , भारतीय रिज़र्व बैंक , पटना के उप महाप्रबंधक नियोक्त की तरफ से काम करेंगे।
In the said conditions hereinbefore mentioned, the DGM (Estate) shall act on behalf of the Employer.
4. उक्त शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़े जाएँगे और इस करार का हिस्सा माने जाएँगे और संबंधित पक्ष इस करार की उक्त शर्तों तथा संबंधित पत्राचार का पालन करेंगे और उक्त शर्तों के अनुसार क्रमशः अपनी ओर से करार का पालन 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.
5. इसमें उल्लिखित ड्राइंग, करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।
The agreement and documents mentioned herein shall form the basis of this contract.
6. यह संविदा न तो एक निर्धारित एकमुश्त संविदा है और न ही कोई आंशिक कार्य संविदा है, बल्कि यह संपूर्ण कार्य के लिए संविदा है जिसका भुगतान वास्तविक रूप से किए गए कार्य की मात्रा तथा संभावित मात्रा के लिए कार्य की अनुसूची में उद्धृत दरों से या उक्त शर्तों में वर्णित किए गए अनुसार किया जाएगा।
This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but it is a Contract to carry out the work for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna, 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.
7. ठेकेदार, नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों को सभी कार्य करने के लिए प्रत्येक उचित सुविधा प्रदान करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श इत्यादि को हुई क्षति की भरपाई करेगा।
The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.
8. नियोक्ता के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने या उसके कुछ हिस्सों को बनाए रखने का अधिकार सुरक्षित होगा। तथापि, निविदा में उल्लिखित मात्रा से अधिक कार्य करने के लिए बैंक के इंजीनियर द्वारा लिखित में अनुमोदित किए बिना किसी भुगतान का पात्र नहीं होगा।
The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. समय को संविदा का सार माना जाएगा और ठेकेदार इसके द्वारा उक्त शर्तों में यथा उपबंधित औपचारिक कार्य आदेश जारी होने की तारीख के चौदह दिनों से कार्य शुरू करने और 120 दिनों के भीतर संपूर्ण कार्य पूरा करने के लिए सहमत है और यह पार्टियों द्वारा पारस्परिक रूप से निर्धारित तरीके से (अर्थात् विलेख या करार या पत्रों/ई-मेल के आदान-प्रदान के माध्यम से) लिखित रूप में समय विस्तार के प्रावधान होने के अधीन किया जाएगा।

Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from fourteenth day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 120 days subject nevertheless to the provisions for extensions of time in writing by such form (i.e. by way of a deed or agreement or by exchange of letters /emails) as may be mutually decided by the parties.

10. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिज़र्व बैंक, पटना में किए जाएंगे।

All payments by the Employer under this contract will be made only at Patna.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को भुवनेश्वर में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार भुवनेश्वर में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

12. इस संविदा के अलग अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

नियोक्ता और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो) If the Contractor is a partnership or an individual नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड (यदि ठेकेदार एक कंपनी हो)	Signatures (If the contractor is Company.)
भारतीय रिज़र्व बैंक, पटना की ओर से हस्ताक्षरित एवं सुपुर्द श्री -----	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____
(नाम एवं पदनाम)	(name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses

1) ----- पता ----- -	(1) Address
1) ----- पता -----	(2) Address
यदि पक्ष एक साझेदारी फ़र्म या एक व्यक्ति हो	If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
----- की ओर से हस्ताक्षरित एवं सुपुर्द इनकी उपस्थिति में हस्ताक्षर किए गए	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____ (name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1----- पता ----- -	(1) Address
2) ----- पता -----	(2) Address

निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर
----- की कॉमन मुहर लगाई गई है।

(गवाह)

(1) -----

(2) -----

यदि निविदाकार कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो दस्तावेजों पर हस्ताक्षर किए हैं तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

निदेशक, जिन्होंने निम्नलिखित के साक्ष्य में दस्तावेजों पर हस्ताक्षर किए हैं।

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) _____

विधिवत गठित अटर्नी एवं यदि ठेकेदार चाहे कंपनी के रूप में

श्री _____ या वैयक्तिक रूप में मुख्तारनामा के द्वारा हस्ताक्षरित एवं सुर्पुद अंतर्गत हस्ताक्षर करता हो।

If the Contractor signs under its common seal, the signature clause should tally with sealing clause in the Articles of Association.

(1)

(2)

The Contractor by the hand of
Shri

—
And duly constituted attorney.

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1 e-Tenders are invited for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna for an estimated cost of **₹14,20,000/-** from eligible, resourceful and efficient contractor/(s) / vendors / agencies who could render their services for the same.

3.1.2. Eligibility Criteria:

E-Tender is invited only from those firms who meet the following requirements:

- Only those firms who have minimum 5 years of experience (works completed on or before September 30, 2019) in carrying out similar works, i.e. Supply, Installation, Testing and Commissioning (SITC) of cooling towers for large office buildings/ institutional buildings/ commercial premises,

AND

- Have a Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements,

AND

- Have Completed similar works of Supply, Installation, Testing and Commissioning (SITC) of cooling towers 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 during the last five years (works completed on or after September 30, 2019).

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

- Copies of detailed work order indicating scope and value of works.
- Completion certificate for the qualifying works.
- List of completed works with all the details.
- Financial statement for turnover for last 3 years

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

3.1.3 Tender submission:

The tender shall be prepared and submitted on MSTC portal in two parts, viz., Part I containing Technical and Commercial details of the offer and online submit their consent for these conditions and Part II containing Prices only, respectively. Telegraphic, Fax and E-mail tenders will not be accepted. Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

3.2 Tenderers are advised to submit 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.

3.3 a) The e-Tender should be uploaded online within the stipulated time / date i.e. **on or before 2.00 p.m. on November 05, 2024**. No tender shall be received/ accepted after lapse of stipulated time under any circumstances whatsoever.

b) 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 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.

c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.4 Part I – Technical & Commercial

3.4.1 Part I shall contain the unpriced tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest money, however,

needs to be deposited through NEFT or through Demand Draft (in person) or through Bank Guarantee (in person) to Estate Department, Reserve Bank of India, Main Office Building, Patna- 800001 on or before 3:00 p.m. on November 05, 2024.

3.4.2 Part I of the tender as submitted shall contain the following:

- a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) Detailed datasheets and full equipment details.
- d) Detailed specifications of the offered cooling tower and allied MS piping components matching with the specifications contained under this contract along with manufacturer's catalogue/ product brochure. If there are any variations in specifications and dimensions of the equipment/ products as contained under the manufacturer's catalogue/ product brochures vis. a vis. those given under this tender document, the specifications and dimensions given in this tender document shall prevail.
- 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) **Product support for defect liability period of one year shall be given.**
- g) Technical checklist shall be filled up giving full information.
- h) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- i) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate.

3.4.3 Tenderers are advised to visit the site of installation and acquaint themselves of all local conditions, means of access to the work, nature of work etc. conditions before submission of tender.

3.4.4 The Tenderers are advised to submit the 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 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.**

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

3.4.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Main Office Building, Patna-800 001, Bihar.**

3.5 Part II - Price

Part II containing price bid, which has to be filled online.

(a) Tenderers may please note that rates (inclusive of GST) should be quoted for capital cost, buyback amount for existing cooling tower.

(b) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). Change of terms & conditions and technical deviations, if any, found in tender will not be taken into account and will be treated as null and void.

(c) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.

(d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

(e) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

3.8 Opening of e- Tender

Part I of the tenders will be opened electronically on November 05, 2024 at 3.00 p.m. as specified in the NIT. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers. The Tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include, but not be limited to the following.

- Designing the cooling tower based on details provided in “Section IX: Technical Specifications” and getting the same approved by the Bank’s Engineer.
- Supply and delivery of all equipment, materials for the captioned work to the Bank's site at Patna (i.e., at the Bank’s office premises at Main Office Building in Patna) including insurance, packing, handling, transporting, loading / unloading etc. at site (at terrace floor).
- Installation, Testing, Commissioning of the cooling tower strictly as per scope of work and handing over the system to Bank.
- Fully reinstate and make good all matters, and things disturbed/ damaged during the execution of work and to the satisfaction of the Bank.
- Providing necessary support for attending to any number of defects during warranty/ defect liability period of one year from the date of virtual completion of work.

3.9.2 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.

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

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

3.10 Validity of tender

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

3.11 Lowest tender Not Necessarily to Be Accepted

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

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

3.12 Earnest Money, Performance Bank Guarantee / Security Deposit & Security during Defect liability period

3.12.1 Tenderers shall deposit Earnest Money of **Rs. 28,400/-** by NEFT (The bank details for NEFT are as under:

A/C Type & No. – Current & 186003001,

A/c Name - Reserve Bank of India,

IFSC Code - RBIS0PTPA01,

Branch Name – Patna, Branch

Address –South Gandhi Maidan, Patna – 800001 OR

by a demand draft drawn in favour of Reserve Bank of India, payable at Patna, from any Scheduled Bank.

No exemption from EMD shall be given to any Micro, Small & Medium Enterprises participating in tendering process. Any such bid received without EMD shall be treated as non bona fide and shall be rejected from participating in the tender process.

The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. The EMD paid by the e- 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. EMD will be released on submission of Bank Guarantee of 5% of the contract amount (capital cost) as Security as mentioned in clause No. 3.12.3 below.

The tenderers who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall be released to them without any interest after award of work

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. Earnest Money Deposit of the successful bidder shall be returned upon submission of Bank

Guarantee mentioned in clause 3.12.3 below.

3.12.3 (a) Performance Bank Guarantee (PBG) as security deposit for completion

period: On award of the work, the successful tenderer shall furnish an amount equal to **5% (Five percent)** of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.

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

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

In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate for period of delay.

(b) Bank Guarantee towards defect liability period:

After completion of the work, validity of PBG may be extended till one year from the date of Virtual completion or the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per [Annex-F](#) towards Security Deposit for the due fulfilment of the terms and obligations of the DLP (Defect Liability Period) of 1year.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the currency of DLP. The amount of Bank Guarantee will be valid for one year.

In case of delays in submission of unavoidable circumstances, charge for delay in

submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate for period of delay.

3.13 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

- 1) 60% of the quoted amount after receipt of the material at site and on submission of the following documents:
 - a) Manufacturer's Inspection and Test Certificates,
 - b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - c) Policies of insurance as per tender conditions.
- 2) Balance 35% of the quoted amount against installation, testing and commissioning and submission of Bank Guarantee towards security deposit for due fulfillment of the terms and conditions of the DLP period.
- 3) Balance 5% of the quoted amount shall be retained for a period of 1 year from the date of virtual completion, as Retention Money Deposit (RMD), and shall be released at the end of Defect Liability period of 1 year after commissioning of the system subject to firm rendering satisfactory services during this period.

3.14 Taxes and Subsidy

3.14.1 The prices quoted shall include all applicable taxes such as GST, custom duty, excise duty, local levies, works contract tax, service tax etc. as imposed by Central/ State government/ Local bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. Statutory deductions like income tax etc. will be deducted/ collected at source and a certificate for the same will be issued to the contractor. **Bank does not intend to avail any subsidy on this project. Therefore, the prices are to be quoted accordingly.**

3.15 Insurance

The contractor should, within 14 days from the date of award of works, insure 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 policy and receipts for the premium with the employer within fourteen days from 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, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as seems fit.

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

- Contractor's All Risk policy for the full Contract Value, including earthquake and fire risk.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh for damage to property and with a limit of Rs. 2 lakh per person per accident.

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

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 reckoned from the 14th day after written order to commence the work is issued.

- Authority for granting extension of time: - Regional Director, Reserve Bank of India, Patna
- Authority for shifting of date of commencement in case of delay in handing over of site: - Engineer- in- Charge

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 as defined in “Appendix herein before referred to” the contract at the 0.25 percent per week of contract amount (capital cost) 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 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.

3.17.1 Warranty/ Defects Liability Period

- (a) The entire system shall be warranted against any manufacturing/ design/ installation defects that may appear within 12 months from the date completion of work, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified.
- (b) There should be a proper complaint registration mechanism available and for every complaint a complaint number shall be generated and intimated to the person registering complaint. Details of Service Centre, mobile/landline number, email ID and various level of lodging complaints must be reported to Bank. These should be suitably amended as and when required. These must be uploaded along with Part-1 of the tender.
- (c) Penalty for delay in rectification of fault during DLP: The complaints, forwarded by the Bank over telephone call/ e-mail/ text message etc. shall have to be rectified within 48 hours of receipt of intimation of defect in the system, failing which penalty of ₹500 per day (subject to 10% of Retention money deposit held by the Bank) shall be levied. Any penalty during the Defect Liability period shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

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 Main Office Building, Patna.

3.20 Signing of Contract Agreement

- 3.20.1 The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.
- 3.20.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications etc.
- 3.20.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.20.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful Tenderer shall be bound to implement the Contract and within ten days thereof, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 3.20.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.21 Sufficiency of Schedule of Quantities

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

3.21.2 The quantities in the schedule of quantities approximately indicate the total extent of work, however, it may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.22 Language

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

3.23 Right to Accept Part tender

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

3.24 Evaluation of tender

Tenders will be evaluated based on capital cost of the system including the buyback for removing and taking away the old cooling tower and condenser piping running on terrace floor.

3.25 Pre-dispatch Inspection

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

3.26 Other Issues

The Contractor shall carry out all the work strictly in accordance with the approved 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.

3.27 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable

to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

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

3.30 Application of Minimum wages/ gratuity/ Contract Labour Act to the workmen:

The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

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

3.32 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.

3.33 Pre-Bid Meeting: Tender briefing meeting of the intending Tenderers will be held at 12.00 p.m. on October 23, 2024 to clarify any point/doubt raised by them in respect of the tender at 2nd Floor, Estate Department, Main Office Building, RBI, Patna. No separate communication will be sent for this meeting. All the intending Tenderers are advised to attend the meeting and study the tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the tender, before quoting their rates. They may also 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).

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

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment 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.

Electrical Safety

- i. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
- iii. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
- iv. Before commencing the welding work for the first time on any day, fire section shall be informed.
- v. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location
- vi. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
- vii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- viii. None of the passages near lift lobby and staircases shall be used for stacking/dumping any kind of materials/waste.
- ix. Power supply shall be switched off from the Mains when equipment is not in use.
- x. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xi. The work site shall be properly illuminated during the work.
- xii. All the electrical works should be carried out by licensed/ authorized electricians/wiremen.
- xiii. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- xiv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- xv. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats

Section-V

The Conditions Hereinbefore Referred To

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

- | | |
|---------------------------|---|
| a) "Employer" | Shall mean the Reserve Bank of India and shall include its assignees and successors. |
| b) In the case of company | "Contractor shall mean_____a company incorporated under_____and having its registered office at_____and shall include its successors and assigns. |
| c) "Site" | Shall mean the 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 Tender for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna.

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 with 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 the 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. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.
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 Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, 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 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 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.

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 require.

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 plus 15% towards establishment charges, contractor's overhead and profits.

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 taken into account to be the property of the Employer

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

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 within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer

may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank 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, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank 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 Bank 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, within 10 days from the date of award of the work, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 10 days from the date 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.

25. 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.

26. Damages for non-completion: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and

the Employer may deduct such damages from any money due to the Contractor.

27. 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 the 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 shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. 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 the 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.

29. Termination of Contract by the Employer: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

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 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
- (v) 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
- (vi) 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.

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

31. **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.

32. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
33. 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).
34. **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 the 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.

35. Right of technical scrutiny of final bill

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

36. 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.

37. 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 other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

38. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by 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.

39. 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.

40. Non-Disclosure Clause

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

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

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

41. Prevention of Sexual Harassment clause

- (a) The Contractor / Agency 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/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at 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.

42. 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, 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.

43. Debarment of firms from bidding: A firm/ bidder may be debarred from the bidding/ participation in tender, on the following grounds:

- 1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

- (c) any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with on intent to gain unfair advantage in the procurement process or for personal gain
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract.
 - (i) failed to disclose conflict of interest.
 - (j) failed to disclose any previous transgressions made in respect of the provisions of sub clause (1) with any public institution/entity in India or any other country during the last three years or of being debarred by any public procuring institution/entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
3. If the bidder has been convicted of an offence-
- (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

44. Computerized Measurement Book: Instructions for recording measurements: (i) The measurements shall be recorded and entered in computerised format (as per [Annexure – M](#)) in the first instance by the contractor (The MBs shall be printed as per the prescribed format given by the Bank), and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs. (ii) These measurements shall be then 100% checked by the Junior Engineer/ AM(Tech). The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements and submit to the department the corrected computerised measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of the this computerised MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation. (iii) The test checking of these computerised measurements shall be carried out by the concerned officials as per extant instructions. This book shall then be treated as computerised Measurement Book. (iv) The computerised MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing. In case of any error, the computerised MB shall be cancelled and the

contractor shall re-submit a fresh computerised MB, duly incorporating all the corrections. This should be done before the corresponding bill is submitted to the department for payment. (v) The concerned officials shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerised MB. It shall be the responsibility of the contractor to ensure that all the corrections have been incorporated in the computerised MB before Bank's officials record their certificates. (vi) The computerised MB shall be allotted a serial number as per the register of computerised MB. (vii) All the pages of the Finalised computerised MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation. (viii) For each RA bill and Final bill separate Computerised MBs shall be submitted by the contractor.

Place:

Date:

Signature of the Tenderer with Seal.

Section-VI

Commercial Conditions Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of letter of Award of work.
4.	Date of Completion	Date of virtual completion.
5.	Rate of liquidated damages for non-completion of work.	0.25 percent of contract amount (capital cost) per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of works for interim certificates	Rs. 5.00 lakh
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	Simple Interest 3% per annum
9.	Performance Bank Guarantee	5% of contract amount (capital cost).
10.	Retention Money	5% of the work value

Place:

Seal & signature of Contractor

Date:

SECTION-VII

Commercial Check List

Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna.

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	Rs. 28,400/- (Rupees Twenty Eight Thousand and Four Hundred only)	
3	Terms of payment	As per applicable clause 13.3 of Section –III in Part I of the tender	
5	Guarantee Period	One year from date of virtual Completion.	
6	Service after sales during DLP	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary.	
7	Completion period	120 days from 14 th day from date of letter of award of work.	
8	Retention Money	5% of the work value	
9	Liquidated damages	0.25 percent of contract amount (capital cost) per week of delay subject to a maximum of 10% of the contract amount.	
10	Insurance	As per clause 13.5 of Section – III in Part I of the tender	

Part II should not contain any terms and conditions but only priced for bill of quantity.

Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Seal & Signature of Contractor

SECTION VIII - Schedule of Commercial Deviations

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

[illegible]

Seal & Signature of Tenderer

Name:

Designation:

Date :

Section - IX

Technical Specifications

9.0 Technical Scope of Work

9.0.1 Dismantling and removing carefully 2 nos. existing old cell cooling towers without damages to any other equipment and making suitable place for erecting of new cooling towers.

9.0.2 Supply, installation, testing and commissioning (SITC) of 02 Nos. cooling towers confirming to the specification mentioned/ approved with the site requirement.

9.0.3 The scope also includes taking away of material of existing old cooling towers.

9.1 Specifications

Cooling Tower

This section deals with Supply, Erection, Testing and Commissioning of induced draft, cooling towers, suitable for the load parameters indicated in Schedule of Equipment/Materials. The cooling tower shall be selected for the following parameters:

(a)	Number of induced draft Cooling Towers	2 Nos
(b)	Capacity of cooling tower at operating WB temperature	350 TR (Heat Rejection)
(c)	Type of cooling tower	FRP Induced Draft counter flow
(d)	Approach temperature °C	3.9 summer
(e)	Atmospheric temperature WB	28.3 deg.C
(f)	Cooling across tower	4.18 deg.C
(g)	Water flow rate in each cooling tower (USGPM)	1100
(g)	Water in temperature	36.38 deg.C
(h)	Water out temperature	32.2 deg.C
(i)	Material of fan blade	FRP
(j)	Type of motor	Squirrel cage, IE-3, TEFC, IP 55
(k)	Cooling tower shape	Rectangular
(l)	Colour of cooling tower	Will be selected by Bank
(m)	Thickness of FRP Basin	
	(i) Bottom	Minimum 3 mm
	(ii) Top	3 mm
	(iii) Panel	3 mm
(n)	Thickness of fills	0.2 mm
(o)	MS wire net around the FRP Basin	As standard
(p)	Fill support	Hot Dipped Galvanized Frame
(q)	Bird screen	Hot Dipped Galvanized Frame
(r)	Distribution supports	Hot Dipped Galvanized Frame
(s)	Ladder	Hot Dipped Galvanized Frame
(t)	Hardware	Stainless Steel

9.1. FRP Induced Draft Counter Flow Cooling Tower

Tower shall be suitable for outdoor installation. The cooling tower shall be vertical. Induced Draft in fiber-glass reinforcement plastic construction complete with fan, motor

spray section, drift eliminators, steel supports, cold water basin etc.

Existing Site Conditions

The cooling towers shall be installed on the existing structure provided on the terrace . Bidders are strictly advised to visit the site before quoting their rates.

9.1.1 Side Casing

The side casing shall be made out of FRP with smooth surface. It shall have sufficient structural strength to withstand high wind velocities and vibration. The casing shall be installed in the fiber glass reinforced basin. The tower shall have FRP panels reinforced with embedded steel frame.

9.1.2 Cold Water Basin

The Cold-Water Basin shall be a deep fiber glass reinforced sump on which cooling tower super structure shall be supported.

Basins fittings shall include the following:

- (i)Bottom Outlet.
- (ii)Screened suction assembly fixed to the basin.
- (iii)Connection for equalizer line connecting both cooling towers.
- (iv)Drain at underside of suction, suction side sheet.
- (v)Overflow fixed to inside of casing side sheet.
- (vi)Ball type automatic make-up water valve and a quick fill connection.

9.1.3 Distribution System

Hot water distribution system shall comprise of headers and branch arms system or headers and hot water basin with nozzles. The warm water should flow through external piping into a chamber at the top of the tower. The splash box should be provided to prevent the incoming water from spilling out of the basin and help to provide uniform water distribution. The water should flow by gravity from the fiberglass basin through nozzles to the fill.

9.1.4 Fillings

The Fillings shall be made of PVC rigid film in cross fluted design and arranged in square/ rectangular form and shall be elevated from the floor of the cold-water basin to facilitate cleaning and easy replacement. They shall be arranged in such a manner to ensure negligible resistance to air flow and to eliminate back water spots and prevent fouling trough scales that may form. In order to reduce carry-over losses through entrainment of moisture drops in air stream, PVC drift eliminators shall be installed. The fill should include both louvers and drift eliminators & the louvers should prevent water from escaping the fill sheets to assure proper & efficient heat transfer throughout wide variations in the airflow. The HDG steel structural tubes shall suspend, support & stabilize the fill in position & should also hold the fill sheets above the cold-water basin floor to simplify the cleaning of the basin. Suitable screens between the side of the

cold-water basin & the base of the fill should be provided to prevent foreign materials in the circulating water flow & should be easily removable.

9.1.5 Mechanical Equipment

The Fan shall be propeller type made of FRP; light-weight rotor fitted with multiple Aerofoil blades. The entire fan assembly shall be statically balanced. The Fan shall be direct driven by **totally enclosed fan-cooled IE-3 energy efficiency compliant motor conforming all weather casing (IP 55) and suitable for 415 Volts +/-10%, 3 phase, 50 hertz +/-6% AC supply**. Fan shall be protected by fan guard and shall be easily accessible for inspection and maintenance. The mechanical equipment assembly shall be adequately supported on a rugged steel base welded to tubular support assuring vibration-free support. Fan guard shall be provided to prevent birds from nesting during idling periods. All fans shall be direct drive with low RPM suitable for low noise application. Steel ladders shall be provided in such a manner and location as necessary to give safe and complete access to all parts of tower requiring inspection. Each ladder shall be made of minimum 40mm x 40mm x 7mm angle iron sides and 16 mm straps and shall be bolted to the tower on the top and grouted in masonry at the bottom end. Suitable handrails and working platform made from galvanized and double flanged steel shall be provided on the top of cooling tower for easy inspection and maintenance works.

9.1.6 Painting

For FRP cooling towers, the contractor shall obtain approval from the Bank for available colours for the casing panels. The cooling tower shall be procured of the colour strictly in accordance with written approval of The Bank and should have a striking finish.

Painting Work of piping and M.S. structures / supports

Type of paints - The paint shall be readily mixed enamel paint of ICI, Asian or approved make only. The paint shall be supplied in accordance with the quality of surface covered as per manufacturer's recommendations for specific application.

Application - All piping/I Beam/supports and other M.S. parts etc. shall be given two coats paint after applying two coats of zinc chromate primer as approved by the Bank's Engineer.

9.1.7 Performance Data

The complete performance rating and power consumption at varying outdoor wet bulb temperatures shall be submitted.

9.1.8 Measurements

Cooling Tower

A complete cooling tower unit with fan, motor, fills and all other supporting and foundation accessories with opening door and easy walkway for the cooling tower basin.

9.1.9 Approved make of material

1	Cooling Tower	Paharpur, Advance, Delta, Bell, Mihir
2	Motors for cooling tower	Bharat Bijlee, Crompton, NGEF, Batliboi, Siemens, ABB
3	Water piping, ISMB I-Beam (ISI Marked)	Jindal, Tata, SAIL, Vizag Steel
4	Butterfly valve	Audco, Crescent, Advance, Zoloto
5	Pot strainer	Audco, Advance, Zoloto
6	Vibration isolators	Emerald, Dunlop
7	CPVC Pipes and Valves	Astral, Ashirvad, Finolex

Date:

Place:

Signature of Contractor with seal:

SECTION X: Technical Checklist

Technical Details of the cooling tower offered

1.	Cooling Tower	
(a)	Make of cooling tower	
(b)	Type of cooling tower	
(c)	Model of cooling tower	
(d)	Number of cells	
(e)	Overall dimensions (in mm)	
(f)	Dry weight (Kg)	
(g)	Operating weight	
(h)	Water flow rate (US GPM)	
(i)	Approach of cooling tower (deg. C)	Summer
(j)	Range of cooling tower (deg. C)	Summer
(k)	Material of fan(Blade and hub)	
(l)	No. of fans & blades	
(m)	Fan motor power in Kw	
(n)	Fan RPM	
(o)	Drift loss (%)	
(p)	Evaporation loss (%)	
(q)	Thickness of FRP Basin	
	(i) Bottom	
	(ii) Top	
	(iii) Panel	
(r)	Thickness of Louvers	
(s)	MS wire net covering the FRP basin	
(t)	Fill support	
(u)	Bird screen	
(v)	Distribution supports	
(w)	Ladder	
(x)	Hardware	
1.1	Fan Motor	
(t)	Make	
(u)	Type of motor	
(v)	Motor Efficiency	
(w)	RPM of motor	
2.	Cooling tower foundation/pillar drawing require to submit	

Date:

Signature of authorized signatory

Place:

SECTION XI: Schedule of Technical Deviations

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below.

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

Seal & Signature of Tenderer.

Name

Designation

Date

List of Clients

Details of similar qualifying works executed before 5 years (Date of work order should be on **or before 31 August 2019**)

Sr. No.	Name and address of the firm	No. & capacity of cooling tower units supplied & commissioned	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

Details of similar qualifying works executed during the last 5 years (completed on or **after September 30, 2019**)

Sr. No.	Name of work	Name and address of the firm	No. & capacity of cooling tower units supplied & commissioned	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /email /phone number &contact person of the firm

(Attach sheet if required)

Signature of Tenderer:

Date

CLIENT's CERTIFICATE & PERFORMANCE OF CONTRACTOR

(To be uploaded by the tenderer)

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
- ii) If yes, total amount of claim
- iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
- a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor

b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e) General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

Note: All columns should be filled in properly

* countersigned

FORMAT OF BANKERS' CERTIFICATE

(To be uploaded with the tender)

A. We confirm that M/s _____ are banking with us and they may be considered financially sound for entrusting with any contract to ₹14.20 Lakh.

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

Sr. No.	Particulars	Bank's Comments
1	Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited).	
2	Name of the Proprietor/ Partners/ Directors of the firm	
3	Credit facility/ Overdraft facility enjoyed by the firm	
4	Dealings	
5	The period from which the firm has been banking with your bank	
6	Any other remarks	

C. This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the tender)

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 ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna, including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be furnished by the bidder before due date for EMD)

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, an entity constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR 28,400 /- (Rupees Twenty Thousand Four Hundred only) in connection with for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at Bank's Main Office Building in Patna and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No 3.12 Section III of Instructions to e-Tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR 28,400 /- (Rupees Twenty Thousand Four Hundred only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the tenderer is bound to deposit with the Bank by way of earnest money in connection with his tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the E-Tenderer after submitting his tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna. The Banks' decision in

this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR 28,400 /- (Rupees Twenty-Eight Thousand Four Hundred only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the e- Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

Proforma of Bank Guarantee for Security Deposit

(only to be furnished by successful bidder)

(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 Department

Patna

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR_____(INR ____ only) furnishable to you by Messers_____(hereinafter referred to as “the Contractor”) in terms of their contract with you for Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank’s Main Office Building in Patna.

as per their 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 _____ (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.

For & on behalf of

SIGNED AND DELIVERED

(Bankers Name & Seal)

(For & on behalf of the above named Bank)

BRANCH MANAGER

Address -----

(Bankers Seal)

Annexure – ‘G’

Proforma for providing input for NEFT Payment **RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM**

1. Supplier's / Vendor's Name:

[illegible]

2. Supplier's / Vendor's Name as per Bank Records:

[illegible]

3A. Supplier's Code

--	--	--	--	--

3B. Supplier's PAN Number: #

[illegible]

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.							Street:										
Location :							District:										
City:							State					PIN					

5. Supplier's / Vendor's E-mail ID:

[illegible]

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

[illegible]

7. Name of the Bank:

[illegible]

8. Bank (Branch) Postal Address:

[illegible]

9. RTGS*/NEFT /MICR- Code of the Branch:**

[illegible]

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer". MICR- Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts):

Saving Bank Account		Cash Credit Account:		Current Account:	
---------------------	--	----------------------	--	------------------	--

11. Bank Account Number of the Supplier: ©

[illegible]

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark. We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold RBI responsible.

Date: _____ **Supplier's Seal:** _____ **Authorized Signature of the Supplier:** _____

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

Annexure - 'H'

DECLARATION OF COUNTRY OF ORIGIN

(To be furnished by the tenderer)

NAME OF WORK: Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna

This is to certify that

a) The offered cooling tower is new:

b) The cooling tower will be manufactured, assembled and offered for inspection before dispatch the works/factory of _____(address)

Therefore, Country of Origin of cooling tower shall be_____.

Date :

(Name of the Company with address and Company Seal)

Note: Specific address shall be provided for carrying out pre-delivery inspection at the works of the manufacturer.

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Regional Director
Reserve Bank of India
Estate Department,
Main Office Building
Patna 800001

Dear Sir

NAME OF WORK: Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labor and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorised signatory

Name and Address Of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India
Estate Department,
Main Office Building
Patna 800001

Dear Sir,

NAME OF WORK: Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

Annexure – ‘K’

**Performa 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,
The Regional Director
Reserve Bank of India
Estate Department,
Main Office Building,
Patna 800001

Name of Work: Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied
works at The Bank's Main Office Building in Patna.

Dear Sir,

I / We (Name of bidder) have read and understood the contents of
the Office Memorandum (OM) F. No. 6/18/2019-PPD dated September 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. Based on the definitions mentioned in the above referred order and its subsequent revisions
regarding the bidder, 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 developmental projects. (Strikeout whichever of the above is not
applicable).

3. I /We hereby 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 I/we(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. 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 firm with Rubber Stamp

Date:

Place:

Annexure-‘L’

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: Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank’s Main Office Building in RBI, Patna.

1. I/We _____ (Name of the bidder) declare that

- a) 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 on bid). (last date of submission of
- b) 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).
- c) 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) declare that 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 up to (date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(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.

Format of Computerized Measurement Book

**भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
पटना कार्यालय
PATNA OFFICE**

कम्प्यूटरीकृत मापन पुस्तक

COMPUTERISED MEASUREMENT BOOK

(पेज 1 से 93)

(Pages 1 to 93)

यह पुस्तक M/s _____ से जारी की गई है

This Book is issued by M/s _____

**प्रमाणित किया गया कि इस पुस्तक में __ पृष्ठ हैं
Certified that this book contains __ Pages**

**जिस अधिकारी को पुस्तक जारी की जाती है,
उसके हस्ताक्षर
Signature of the official to whom
the book is issued**

Signature of AGM-Estate Department

॥
सूची
INDEX

[illegible]

III

[illegible]

Reserve Bank of India
Estate Department
Patna
Measurement
Name of the work:
Name of vendor: M/s
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity

Page No. - __

Reserve Bank of India
Estate Department
Patna
Cash Abstract
Name of the work -
Name of vendor :
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity	Rate/ Unit (in ₹)	Amount (in ₹)
	Total				

Page No. - __

Notes : All the sheets shall be ruled. (sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

Unpriced Schedule of Quantity

Name of work: - Supply, Installation, Testing & Commissioning (SITC) of cooling towers with allied works at The Bank's Main Office Building in Patna

Sr. No.	Item Description	Qty	Unit
1	Cooling Tower		
	Supply, installation, testing and commissioning (SITC) of rectangular/ square induced draft counter flow type FRP cooling towers suitable for minimum heat rejection of 350 TR complete with an MS HDG frame work, an access ladder with maintenance platform; FRP Casing and Basin with makeup including Float valve, Inlet & Outlet connections, overflow, drain, make up, quick fill, Virgin PVC fills, Distribution system with polypropylene / ABS Nozzles, axial flow direct/belt driven fan with Hollow FRP Blades & MS HDG Hub driven by IP55 TEFC vertical flange mounted IE-3 motor suitable for 415±10% V, 50 Hz, 3 phase supply; Drift eliminator at the air suction of the cooling tower(replacing the louvers at the air suction) etc. as per detailed specifications in Part-I of the tender. The capacity shall be suitable for above heat rejection as per parameters specified below: (A) Flow rate: 1100 USGPM per CT, (B) Entering water temperature: 36.38 deg C, (C) Leaving water temperature: 32.2 deg C, (D) Wet Bulb Temperature: 28.3 deg C Rates should be inclusive of transportation, loading unloading, labour etc. N.B. The electrical starter and power cables will be provided by the Bank.	2	Nos.

Sr. No.	Item Description	Qty	Unit
2	Less: Rebate for dismantling and taking away under buy back scheme of existing cooling towers including MS (I / U - shape) channel, after handing over of new cooling tower. [Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.] [Make of cooling towers: M/s Paharpur Cooling Towers Limited- 270TR and 300TR respectively.]	2	Nos.

Date :

Seal and signature of tenderer

Place :