



## ई-निविदा सूचना

भारतीय रिज़र्व बैंक, जयपुर मुख्य कार्यालय भवन के लिए 250 किलोवाट गर्म पानी जनरेटर प्रणाली का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु पात्र बोलीदाताओं से दो भागों (भाग-I तथा भाग-II) में ई-निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड (<https://mstcecommerce.com/eprocn>) के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी पात्र कंपनियों/ फ़र्म उपरोक्त वेबसाइट के माध्यम से एमएसटीसी के साथ स्वयं को पंजीकृत करना सुनिश्चित करें ताकि वे निविदा प्रक्रिया में भाग ले सकें। ई-निविदा की अनुसूची नीचे दी गई है:

क. ई-निविदा का नाम	भारतीय रिज़र्व बैंक, जयपुर के मुख्य कार्यालय भवन के लिए 250 किलोवाट गर्म पानी जनरेटर प्रणाली का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य
ख. ई-निविदा की संख्या	RBI/Jaipur Regional office/Estate/13/25-26/ET/477
ग. कार्य की अनुमानित लागत	<b>₹6,50,000/-</b>
घ. निविदा की प्रक्रिया	<b>ई-खरीद प्रणाली</b> ऑनलाइन भाग -1 (टेक्नों-वाणिज्य बोली) और भाग-2 (मूल्य बोली) ( <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> ) के जरिए
ड. निविदाकर्ताओं को डाउनलोड करने हेतु एनआईटी की उपलब्धता की तारीख	12 सितंबर, 2025, अपराह्न 02 बजे से
च. बोली पूर्व बैठक की तिथि एवं समय	26 सितंबर, 2025, पूर्वाह्न 11 बजे
छ. पात्र फ़र्म	<b>खुली निविदा (निविदा दस्तावेज के खंड II के पैरा 2 में उल्लिखित पात्रता मानदंडों को पूरा करने वाली फ़र्म)</b>
ज. बयाना जमा - राशि	<b>₹13,000/- (तेरह हजार रुपये मात्र)</b> की बयाना राशि एनईएफटी के माध्यम से, नीचे दिए गए विवरणानुसार, भाग-1 टेक्नों-वाणिज्य बोली के साथ जमा करवानी होगी:  खाता संख्या - <b>8692299</b> IFSC कोड - <b>RBISOJPPA01</b> (नोट: आईएफएससी का पाँचवा एवं दसवां अंक शून्य है।)  सूक्ष्म और छोटे उद्यमों (MSEs) को नवीनतम (वित्त वर्ष 2025-26) के उद्यम पंजीकरण प्रमाण पत्र जमा करने पर ईएमडी राशि के जमा करने से छूट दी जाती है।
झ. <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> पर ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा कीमत बोली के प्रस्तुतीकरण के लिए ई-टेंडर शुरू होने की तारीख	12 सितंबर, 2025, अपराह्न 02 बजे से
ञ. ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा मूल्य बोली के प्रस्तुतीकरण के लिए ई-टेंडर खत्म होने की तारीख	24 अक्टूबर, 2025, अपराह्न 02 बजे तक
त. भाग I खोलने की तारीख (अर्थात टेक्नो-वाणिज्यिक बोली)	24 अक्टूबर, 2025, दोपहर 03:00 बजे
भाग II खोलने की तारीख (अर्थात मूल्य बोली)	मूल्य बोली खोलने की तिथि और समय सभी पात्र बोलीदाताओं को ई-मेल के माध्यम से अलग से सूचित किया जाएगा।
थ. लेन-देन प्रभार	मेसर्स एमएसटीसी लिमिटेड के पक्ष में अथवा मेसर्स एमएसटीसी लि. द्वारा सूचित गेटवे/ एनईएफटी/ आरटीजीएस के माध्यम से

टिप्पण- 1. कृपया नोट करें कि पोर्टल से टेंडर दस्तावेज डाउनलोड करने के लिए कोई टेंडर-शुल्क नहीं है।

2. आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक के पास उनकी उम्मीदवारी को अस्वीकार करने का अधिकार सुरक्षित है।

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

4. भविष्य में निविदा से संबंधित जारी किए गए किसी भी संशोधन/शुद्धिपत्र, यदि कोई हो, को केवल भारतीय रिज़र्व बैंक की वेबसाइट (<https://www.rbi.org.in>) और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और इसे अखबार में प्रकाशित नहीं किया जाएगा।



**Reserve Bank of India  
Estate Department  
Jaipur**

**e-Tender for Design, Supply, Installation, Testing and  
Commissioning (DSITC) of 250 kW Hot Water Generator  
System at Bank's Main Office Building, Jaipur**

**Part I**

**Techno-Commercial Bid**

**Name of Bidder:.....**

**Address:.....**

**Telephone No:.....**

**Email Address:.....**

**e-Tender No.: RBI/Jaipur Regional office/Estate/13/25-26/ET/477**

**Last Date and Time of submission of Tender: October 24, 2025, up to  
14:00 Hrs**

## Part I

### (General Conditions & Technical Specifications)

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

### Disclaimer

Reserve Bank of India, Jaipur (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **e-Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of 250 kW Hot Water Generator system at Bank's Main Office building, Jaipur.**

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.



Estate Department  
Reserve Bank of India  
Jaipur

**Notice Inviting e-Tender**

**e-Tender for Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur**

1. Online Tenders by e-Tendering process are invited through MSTC website for the above work at Bank's Main Office Building at Jaipur. The work is estimated to cost of ₹ 6.50 Lakhs and is to be completed within 75 days.
2. All the documents shall be uploaded on MSTC website.

**EMD- EMD of Rs. 13,000/- in the form of NEFT only should be paid to participate in the tender. The Pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno-Commercial Bid (Part-I) on the MSTC portal.** The EMD need to submit as shown above in *A/c No: 8692299, Account name RBI Jaipur, IFSC Code: RBIS0JPPA01 (0=Zero)* through NEFT {Intimate / forward the transaction details to [estatedeptjaipur@rbi.org.in](mailto:estatedeptjaipur@rbi.org.in)}. If bidder fails to submit the EMD, tender of the firm will be cancelled. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of L1 bidder / successful bidder will be returned after signing of agreement. **The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works (goods, services, and works contract). The enterprise is required to submit the Udyam Registration Number (Udyog Aadhar Memorandum Number) before the bid submission date to us through email to [estatedeptjaipur@rbi.org.in](mailto:estatedeptjaipur@rbi.org.in)**

**EMD shall be forfeited if the Bidder:**

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

**If EMD is paid through NEFT, the NEFT receipt should be uploaded along with pre-qualification documents.**

3. The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of Part-II of their tender.

**A. Experience of five years:** - The tenderer must have experience of **minimum 5 years'** as on **August 31, 2025**, in the field of undertaking the work of HVAC works of Chillers-Central AC plant/Hot water generator work. For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s and also copy of the respective completion certificate.

**B. Qualifying Works:** -The tenderer must have successfully executed "similar works" (**Similar work means 'Supply, Installation, Testing and Commissioning of HVAC works of 250 TR Chillers-Central AC plant/ 250 KW Hot water generator work or higher rating and associated works for the office buildings/commercial premises/industrial houses)** during last five years ending on **August 31, 2025**, individually costing as under:

(i) Three works each costing not less than 40% of estimated cost.

**OR**

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

**OR**

(iii) One work costing not less than 80% of estimated cost.

(For establishing the above, the tenderer should submit copy/ies of work order/s for such similar work/s, and also copy/ies of the respective completion certificate/s)

**AND**

**C.** Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2021-22, 2022-23 and 2023-24) supported by audited financial statements.

The contractors shall upload the following information/documents on MSTC website to satisfy the Bank about their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> 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 Centre, should also be given.
(c)	Turnover	<b>Audited financial statements</b> for last three financial years i.e. <b>2021-22, 2022-23 and 2023-24</b> alongwith a

		<b>certificate of Chartered Accountant</b> indicating the turnover for these financial years.
(d)	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 enclosed in proof of their creditworthiness and turnover for last three years.
(e)	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 furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	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 furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of Service setup	Address and contact details of the service set up at the place of proposed work for rendering after sales service.

1. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in tendering process
2. **A pre-bid meeting (off-line mode)** of the intending tenderers will be held at Second Floor, Estate Department, Reserve Bank of India, Jaipur on September 26, 2025, at 11:00 Hrs.
3. Tender forms can be downloaded for viewing from the website [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn). Tenderers shall submit all the information and the documents as mentioned in Para 3 above for eligibility criteria. After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
4. Part I of the tenders will be opened on-line at **the Schedule of the Tender (SOT)** in the presence of the authorized representative of the tenderers who choose to be

present. Part-II (Price Bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.

5. The applicants/tenderers have to submit/upload
  - a. Client's certificate as per format at [Annexure II](#) 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 [Annexure V](#) from their banker/bankers.

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

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

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

## Notice Inviting Tender (NIT)

Reserve Bank of India, Jaipur invites e-Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of 250 kW Hot Water Generator System at Bank's Main Office Building, Jaipur in two parts (Part-I and Part-II) from eligible bidders. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://mstcecommerce.com/eprocn>). All the eligible firms / contractors shall ensure to register themselves with MSTC Ltd. to participate in the tendering process. The schedule of the e-Tender is as follows:

a. e-Tender Name	Design, Supply, Installation, Testing and Commissioning of 250 kW Hot Water Generator System at Bank's Main Office Building, Jaipur
b. e-Tender No.	RBI/Jaipur Regional office/Estate/13/25-26/ET/477
c. Estimated cost of the work	₹ 6,50,000/-
d. Mode of Tender	<b>e-Procurement System</b> (Online Part-I (Techno-Commercial Bid) and Part-II (Price Bid) through ( <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> ))
e. Date of NIT available to parties to download	September 12, 2025, from 14:00 Hrs onwards
f. Date and time of Pre-Bid meeting	September 26, 2025, at 11:00 Hrs
g. Eligible Vendors	<b>Open Tender (The firm satisfying eligibility criteria mentioned at Para 2 of Section II of the tender document)</b>
h. Earnest Money Deposit (EMD)	<b>₹ 13,000 (Rupees Thirteen Thousand only)</b> to be submitted through <b>NEFT</b> (as per the below mentioned details) along with the Part I/ Technical-Commercial Bid.  Account Number – <b>8692299</b> IFSC Code – <b>RBIS0JPPA01</b> ( <b>Fifth and Tenth digits</b> in IFSC code are <b>Zero</b> ).  Micro and Small Enterprises (MSEs) are exempted from submission of EMD Amount subject to submission of latest Udyam Registration Certificate for FY 2025-26 (Udyog Aadhar Memorandum)
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>	September 12, 2025, from 14:00 Hrs onwards
j. Date & time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	October 24, 2025, up to 14:00 Hrs onwards
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)  Date & Time of opening of Part-II (i.e. Price Bid)	October 24, 2025, at 15:00 Hrs.  Date and time of opening of price bid will be informed separately to all the eligible bidders later through email.
l. Transaction Fee	To be paid through MSTC Payment Gateway /NEFT /RTGS in favour of MSTC Ltd. or as advised by M/s MSTC Ltd.

**Note- 1. Please note that there is no tender fee to download the tender document from Portal.**

**2. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.**

**3. The Bank is not bound to accept the lowest tender bid and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason, therefore.**

**4. Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website (<https://www.rbi.org.in>) and MSTC Website as given above, and will not be published in the newspaper.**

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

### **Important instructions for E-procurement**

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

#### **Important instructions for e-procurement**

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

#### ***I) Process of E-tender:***

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

#### **SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) (Version 3)**

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/ MSTC, (before the scheduled time of the e-tender).

#### **Contact person (MSTC) For Vendors:**

North Zone Helpdesk:

011-23212357, 011-23215163, 011-23217850

Email: [mstcnro@mstcindia.co.in](mailto:mstcnro@mstcindia.co.in)

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

[helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in) (Please mention "HO Helpdesk" as subject while sending emails)

WRO Helpdesk: 7651915418/02269856817/02269856800

#### **Availability:**

9:30 AM to 5:00 PM on all working days for all technical issues e-Tenders, System settings etc.

#### **Contact person at RBI**

i) Srajan Pandey, Asst. Manager, [srajanpandey@rbi.org.in](mailto:srajanpandey@rbi.org.in)

Phone: 7985793109

ii) Shri. Mahipal, Asst. Manager (Tech.-Elect.), [mahipal@rbi.org.in](mailto:mahipal@rbi.org.in);

Phone: 8447446055

#### **Guide:**

##### **1. System Requirement:**

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available at <https://www.mstcecommerce.com/eprocn/>

**2. Special Note towards Transaction fee:** The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay

Transaction fee” in “Event catalogue” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

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

**3.** Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

**4.** E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

#### **5. Bidding in E-tender:**

Note: Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

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](http://www.mstcecommerce.com) → eprocurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. 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 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 “Final Submission” button to register their bid

**NOTE:** - After clicking the final submission “Delete Bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

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

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

g) 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/work. Such successful tenderer shall be called hereafter **SUPPLIER / CONTRACTOR**.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) 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.

j) No deviation of the terms and conditions of the e-Tender document is acceptable.

Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Date:

Signature and seal of the Tenderer

Place:

Name and address:

Phone/Mobile no:

e-mail:

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## Section I

### Form of Tender

Dear Sir,

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

### MEMORANDUM

(a)	Description of works	:	e-tender for Design, Supply, Installation, Testing & Commissioning of 250 KW Hot Water Generator system at Bank's Main Office Building at Jaipur
(b)	Estimated Cost	:	₹ 6,50,000/-
(c)	Earnest Money	:	₹ 13,000/-
(d)	Time allowed for completion of the work from 14 <sup>th</sup> day after the date of written order to commence work.	:	75 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.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹13,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The tenders shall be uploaded in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

## Section II

### **General Instructions to Tenderer(s) & Special Conditions**

#### **Part I - Commercial Conditions**

E-Tenders are invited from eligible firms for the work of '**Design, Supply, Installation, Testing & commissioning of 250 KW Hot Water Generator system at Bank's Main Office building at Jaipur**'. E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website.

#### **2. Eligibility criteria:**

**A. Experience of five years:** - The tenderer must have experience of **minimum 5 years' as on August 31, 2025**, in the field of undertaking the work of HVAC works of Chillers-Central AC plant/Hot water generator work. For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s and also copy of the respective completion certificate.

**B. Qualifying Works:** -The tenderer must have successfully executed "similar works" (**Similar work means 'Supply, Installation, Testing and Commissioning of HVAC works of 250 TR Chillers-Central AC plant/ 250 KW Hot water generator work or higher rating and associated works for the office buildings/commercial premises/industrial houses.**)

during last five years ending on **August 31, 2025**, individually costing as under:

(a) Three works each costing not less than 40% of estimated cost.

**OR**

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

**OR**

(c) One work costing not less than 80% of estimated cost.

**AND**

**C.** Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2021-22, 2022-23 and 2023-24) supported by audited financial statements.

3. Only tenderers who qualify above eligibility criteria will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

4. Tenderers should upload the following documents in respect of fulfilling their eligibility with suitable file names as indicated.

i. Copies of detailed work order/s, in respect of similar work/s indicating scope and value of work/s, completed for establishing prior experience of **five years as on August 31, 2025**.

ii. Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed

during last five years **ending on August 31, 2025**, for establishing the qualifying works executed by the tenderer during last five years.

- iii. List of completed works with all the details in the format of [Annexure I](#).
- iv. Profile of the tenderer in the prescribed format.
- v. Copy of Certificate of Incorporation
- vi. Copy of GST Registration
- vii. Details of Bankers as per [Annexure IX](#)
- viii. Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2 etc.) – As per the format of [Annexure II](#)
- ix. Proof of remittance of EMD/ copy of Bank Guarantee In Lieu Of Earnest Money Deposit as per [Annexure III](#)
- x. Banker's Certificate as per [Annexure VI](#)
- xi. Copies of Audited financial statement for turnover for last 3 years, 2021-22, 2022-23 and 2023-24.
- xii. Details of technical deviations proposed, if any. – As per [Annexure VIII](#)
- xiii. The particulars/Catalogues and the names of manufacturers of specified item.
- xiv. Copy of Power of Attorney as per [Annexure X](#) (Original to be submitted by the successful tenderer)
- xv. Technical details of proposed system as mentioned in scope of work
- xvi. Declaration of country of origin as per **Annexure XII**
- xvii. Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India as per **Annexure XIII**
- xviii. site visit by the tenderer in order to understand the work as per **Annexure XIV**
- xix. Any other information relevant to the proposed work

**Note:** The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

5. Non-submission of the above documents may lead to disqualification of the tenderer.

6. **Pre-bid meeting:** - A pre-bid meeting will be held at Reserve Bank of India, Estate Department, Jaipur to discuss/clarify anything about the tender. No separate communication

will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Tenderers are advised to see the corrigendum/addendum, if any before submitting their bids.

**7. Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing prices only. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.**

**8. Tenderers are advised to verify website for corrigendum/addendum, if any before submitting the bid. No clarification will be entertained after the stipulated time.**

**9. Tenderers are requested to quote prices inclusive of GST and other statutory taxes, if applicable as indicated in price bid for each item as specified in the portal. No change in quoted rates will be accepted.**

10. The Reserve Bank of India, Jaipur, reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore. The Bank also reserves the right to accept the tender of any firm

**11. Earnest Money Deposit (EMD)**

**A.** All Tenderers shall deposit Earnest Money of **Rs. 13,000/-** by NEFT/RTGS only. The EMD paid by the e-Tenderer shall be held by the Reserve Bank of India initially valid for 90 days, shall remain undischarged for such period as may be specified for keeping the tender open. EMD of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The tenderers are also advised to send the proof of remittance with transaction number (scanned copy) to [estatedeptjaipur@rbi.org.in](mailto:estatedeptjaipur@rbi.org.in).

**B. A tender which is not accompanied by such EMD will not be considered.** No interest will be paid on EMD. The EMD of the successful tenderer shall be released without any interest on issue of virtual completion certificate. 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. EMD of successful bidder will be returned after virtual completion of the work.

**C. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works (goods, services, and works contract). The enterprise is required to submit the Udyam Registration Number**

(Udyog Aadhar Memorandum Number) before the bid submission date to us through email to [estatedeptjaipur@rbi.org.in](mailto:estatedeptjaipur@rbi.org.in)

12. **Validity of tender:** -The tender shall be valid for a period of 90 days from the date of opening of Part I of the tender.

13. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

14. **Period of Completion of work:** - The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **75 days** from the 14<sup>th</sup> day of date of issue of work order.

15. **Damages for non-completion/Liquidated Damages:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

16. **Warranty/Defect Liability period:**

The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.

18. **Evaluation of tenders:-** Tenders will be evaluated on the basis of Total Capital cost of the system minus buyback cost of the existing old system. The bidder quoting lowest will be termed as L1 bidder and work will be awarded to L1 bidder subject to meeting provisions of the tender.

19. **Terms of payment: -**

The following terms of payment, subject to statutory deductions, will apply to the contract:

- (a) 100% of the contract amount after delivery and supply, installation, testing and commissioning of the system and on submission of the following documents:
  - i. Submission of insurance policies mentioned in the tender.
- (b) Retention money of 5% of contract amount will be deducted from each bill (till the same amounts to 5% of the contract value) and the retention money shall be released after successfully completion of defect liability period of 1 year. The amount retained by the Bank shall not bear any interest.

**20. Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal, Reserve Bank of India, Jaipur) and deposit such policy or policies with the employer during the currency of this contract.

- a. Storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
- b. Workmen compensation policy.
- c. Third party liability policy with the limits as under.
  - I. Rs. 10,00,000/- per annum
  - II. Rs. 2,00,000/- per occurrence

**21. Works to be arranged by the contractor; -**

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

- a) Making good all damages caused to the structure during installation and restoring the same to their original finish.
- b) Minor building works necessary for installation of equipment's foundation, making of opening in walls or in floors and restoring them to their original condition/ finish and necessary grouting etc. if any, as required.
- c) All supports for exhaust & water pipes, cables, anti-vibration pads etc. as necessary.
- d) All electrical work and neutral earthing, body earthing, required for the system and for control panel, and control wiring including loop earthing etc.
- e) Painting of all exposed metal surfaces of equipment's and components with appropriate colour.

**22. COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWINGS AND COMMENCEMENT OF WORK**

**a) Completeness of the tender**

All sundry equipment's, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipment's and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

**b) Submission of Drawings: -**

The contractor shall submit such drawings to the Bank's Engineer which are necessary for the system to function as designed including control panel

drawing, details of supports for piping, layout drawing, any other drawings relevant to the work.

**23. Drawings / Documents to be furnished on completion of Installation:** - Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. One set shall be laminated on a hard base for display in the Control Panel is installed. In addition, drawings will be given as softcopy.

- (a) Line diagram and layout of all electrical control/Control Panels giving switchgear ratings and their disposition, cable feeder sizes and their lay out.
- (b) Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits control panel.
- (c) Manufacturer's technical catalogues of all equipment's and accessories.
- (d) Operation and maintenance manual of all major equipment's, detailing all adjustments, operation and maintenance procedure.

**24.** The payment for the system will be made by Reserve Bank of India, Jaipur. Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Jaipur.

**25. Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.

**26. Agreement:** The successful tenderer shall execute an agreement with the Bank on a non- judicial stamp paper in the format in [Annexure IV](#) enclosed within 14 days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract

**27.** 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 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 hereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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.

**28. Jurisdiction:** - All disputes arising out of or in any way connected with this contract/agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.

**29. Minimum wages/ Gratuity act / contract labour Act to the workmen:** The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

**30. 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.

**Section III**  
**Safety Code**

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

## **Section IV**

### **FIRE SAFETY**

1. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances, and equipment's shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. 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.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. 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.
10. 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.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

## **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.
- 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.
- vi. 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
- vii. 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.
- viii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- ix. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- x. Power supply shall be switched off from the Mains when equipment is not in use.
- xi. 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.
- xii. The work site shall be properly illuminated during the work.
- xiii. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen.
- xiv. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- xv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- xvi. Aluminium / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.



reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Design, Supply, Installation, Testing & commissioning of 250 KW Hot Water Generator system at Bank's Main Office building at Jaipur

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

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of

quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions shall proceed with the work conforming to the provisions, regulations, or byelaws 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 byelaws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable-in respect of the works and lodge the receipts with the Employer.

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the

opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind 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 extra's alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

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

under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

17. **Prices for extra**: The Contractor may, when authorised and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or

additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works 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 Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

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

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the

Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other cause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of 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 twenty-one days from the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so ensure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer

and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (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 endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of to Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relive the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after 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.

**36. Right of technical scrutiny of final bill**

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

**37. Employer entitled to cover compensation paid to workman**

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer

shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

38. **Abandonment of works**

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

39. **Return of surplus materials**

Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the even 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.

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

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

41. **Non-disclosure Clause:**

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

#### **42. Sexual Harassment of women at workplace**

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

## Section VI

### SPECIAL CONDITIONS

- 1) The workmen will not be allowed to stay within the premises.
- 2) The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
- 3) Permission, if any, required from the local bodies shall be obtained by the Contractor.
- 4) The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
- 5) The tenderer may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor.
- 6) The wall/slab/column should be cut by chase cutter only
- 7) The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
- 8) The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
- 9) All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & nighttime. Contractor shall take into account the above facts while quoting the rates.
- 10) The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis.
- 11) The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
- 12) The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
- 13) The tenderer shall use only approved brands of materials.

**Section VII**

**APPENDIX HEREIN REFERRED**

1.	Defects liability Period	12 months from the date of virtual completion.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	14 <sup>th</sup> day from the date of issue of the work order
4.	Period of completion	75 days from the 14 <sup>th</sup> day of work order
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract value per week subject to maximum of 10% of contract value
6.	Value of work for Interim Certificate for running bill	NIL
7.	Period of honoring interim certificate	1 month
8.	Retention Money	@5% will be deducted from each on bill (till the same amounts to 5% of contract value).

Signature of Contractor

## Section VIII

### Technical Specifications (Scope of Work)

1	Name of work: Design, Supply, Installation, Testing and Commissioning (DSITC) of 250 Kw Hot Water Generator system at Bank's Main Office Building, Jaipur.
2	<p><b><u>SCOPE OF WORK</u></b></p> <p><b>Scope work shall include" following</b></p> <ul style="list-style-type: none"><li>a. Design, Supply, installation testing and commissioning of 250 KW Electric hot water generator system as part of the existing central air conditioning plant at office building.</li><li>b. Integrating it with existing 250 kW electric hot water generator system so that either one or both can be run together during winter.</li><li>c. DSITC of necessary piping of appropriate size to integrate it with existing system.</li><li>d. If required, supply and installation of electrical cable of suitable size and its termination to provide incoming supply to the system.</li></ul> <p>Either one or both the generators will run simultaneously at a time for providing comfort conditions during winter season. Firms are advised to visit the site before submitting the proposal for actual layout.</p>

3 **TECHNICAL SPECIFICATIONS:**

The hot water generator shall be vertical shell type, electric hot water generator, designed, constructed and tested for the following water flow rate and temperature.

a) Water flow rate :- 460 LPM (Minimum)

b) Delta T :- 5°C (minimum)

**HOT WATER GENERATOR**

- Quantity: One (01) number
- Type: Self-supporting, vertical shell, package type compact Electrical Hot water generator with inbuilt electrical control unit and all the safeties, should require only water supply connections and electrical connections at site.
- Capacity: 250 kW.
- Maximum outlet temperature: 60 Deg. C
- Media: Normal Water
- Shell Material: MS Shell as per ASME Boiler and Pressure vessel code. The shell shall be pressure tested at minimum 250 PSI and test certificate to be provided by the party. De-scaling and drain outlet connections with isolation valves to be provided.
- Heaters: Flanged immersion heaters with multiple tubular heating elements with seamless Copper tube sheath metal working on 240 + 10% V, 50 + 5% Hz power supply.
- Shell insulation: Minimum 50mm thick resin bonded fibre glass wool of density

32kg/m<sup>3</sup> or more. The glass wool shall have cladding of 0.8mm thick Aluminium sheet.

- The hot water generator shall have flanged inlet and outlet water connections for connection to hot water piping.
- Controls:
  - a) Microprocessor based automatic digital step controller with a minimum 4 steps control. On setting the required water outlet temperature at site (Maximum 60 Deg C) the step controller should control the outlet temperature and accordingly switch on/off the required number of heater sets.
  - b) Digital thermometer for inlet and outlet water temperature.
  - c) Temperature gauges (dial type) and temperature transmitters for supply and return water headers with suitable SS thermo-well. The thermo-well shall be filled with suitable thermal compound for accurate temperature sensing.
  - d) Voltmeter, Ammeter & kWh meter with incoming power supply LED type indicators
- Safeties/Interlocks:
  - Water Flow switch
  - Float switch
  - Audio/Visual alarm for water level.
  - Audio visual alarm for high temperature
  - Door switch
  - Pumps interlock
  - Low water level
  - High Temperature interlocks
  - Pressure relief valve
  - Safety thermostat with fixed setting
  - Auto vent valve
- Remote operation and BMS compatibility: The hot water generator should have provision of Remote and Local operation with a Local/Remote selector switch. Remote operation should have the following provisions:
  - a) On/Off provision
  - b) Water in/Out temperature display
  - c) Status monitoring: The system should have provision to monitor the Healthy/Trip status at remote location. Alarm Reset provision to be provided at Local control only.

**EXPANSION TANK:**

- Quantity- 01 no.

- MOC (Material of construction): MS sheet of thickness not less than 5 mm properly strengthened and supported to avoid any bulging or otherwise under all conditions of operation.
- Accessories: It will be complete with make-up connection (1") with float valve and isolating valve, quick fill connection (1") with isolating valve, over flow (2"), drain connection (2") with isolating valve and level switch.
- The tank shall be insulated with fibre glass wool of 35 kg/m<sup>3</sup> density with a minimum insulation thickness of 50mm and finally covered with aluminium cladding of 0.5 mm thickness. The tank shall be properly supported on base channels and properly strengthened to avoid any kind of distortion under all conditions of operation.
- The tank shall be equipped with a visual level indicator with isolating ball valve, air vent with wire mesh at its mouth, an inspection cover at top.
- The tank shall be placed and levelled on the civil foundation at terrace at an approx. height of 14 metre from ground level and is entirely in the scope of contractor. However, the civil foundation is excluded from the scope of the contractor.

### **HOT WATER PIPING AND INSULATION**

- Interconnecting piping for hot water generator, hot water pumps and the main header, connection to existing hot water header complete with valves, fittings & accessories, supports, structure etc. In case pipes with/without insulation while passing the wall / slab, shall be provided with sleeve 50mm higher in size than the pipe with / without insulation. Wherever insulated pipes are running, it should be supported in such a way that no undue pressure is exerted on the insulated pipe.
- Cutting the existing MS pipes (to connect with new piping only) and re- insulating is in the scope of the vendor along with insulation.
- The lines for hot water shall be MS Heavy duty, C-Class pipe.
- The pipe lines shall be supported using MS supporting structure, pipe support clamps. The support structure shall be painted with 2 coats of primer red oxide followed by synthetic enamel paint of approved colour.
- The line shall be complete with all the fittings like valves, flanges, gasket, bends, nut/bolts etc.
- The flanges shall be heavy duty (rating 300 psi).
- The gaskets shall be good quality neoprene of appropriate thickness.
- All the valves of size 2" and above shall be butterfly type and those of smaller size shall be ball valves. All butterfly valve shall be PN 16/Class 150 rated and all the ball valves shall be 300 PSI.
- All the butterfly valves shall be of CI/SG iron body with SS disc. All the ball valves shall have cast steel body and SS ball.
- The valves shall be suitable for operation with hot water application.
- The butterfly valves in the insulated pipelines shall be extended spindle type such that the operating lever handle shall remain well above the final insulation/cladding surface to ease the valve operation after final cladding.

- The piping shall be pressure & leak tested at for a minimum period of 24 hrs.
- Pressure gauges having suitable range and ½” connection size shall be of 4” dial type, liquid filled, with Bourdon movement. All internal parts shall be of SS 316. The over range protection shall be 125% of maximum range. The gauges shall have external micrometer screw for zero adjustment.
- The check valves shall be, heavy duty (rating PN-16/Class 150), dual plate, zero leakage type, with CI body and SS internals.
- The strainers shall be of CI/MS body with brass wire/ SS wire-mesh and PN16 rated.
- The temperature gauges of suitable range shall be 4 inches dial type. The sensor, capillary and thermo-well shall be SS316. The thermo-well shall be filled with suitable thermal compound for accurate temperature sensing.
- The hot water piping shall be insulated with 50 mm thick glass wool with minimum 24 kg/m<sup>3</sup> density covered with 500 gauge polythene sheets, GI chicken wire mesh and finished with cement plaster & finally covered with aluminium cladding of 0.5 mm thickness.
- Piping and all the fittings will be considered on unit rate basis and payment will be made based on actual piping and fittings installed. Insulation of piping with fittings will be considered in running meter of pipe.
- Level switch in the expansion tank of hot water generator
- Flow switch at outlet of each hot water generators, interlocked with the hot water generator.

- The Insulation material shall be performed pipe section or slabs of Chemically cross linked closed cell polyethylene FR-XPE Fire retardant grade with K value not exceeding 0.029 at 23°C mean temperature. The thickness of insulating material should be as per following chart:

size of pipe	Insulation thickness
(a) 150 mm dia.	38 mm
(b) 125 mm dia.	38 mm
(c) 100 mm dia.	32 mm
(d) 80 mm dia.	32 mm
(e) 65 mm dia	25 mm
(f) 50 mm dia	25 mm

- Insulation for all pipes, running above ground in weather protected areas, shall be covered with aluminum sheet cladding of mentioned thickness in neat & clean manner to achieve true surface.

### **CONTROL PHILOSOPHY**

Hot water generator (HWG) will be having its own local control inbuilt. It will be having the following controls:

- a) Temperature of the water at the outlet of the HWG shall be controlled by HWG itself with Microprocessor base digital step controller with a minimum of 4 steps control or more. User will set the required water outlet temperature at site (Maximum

60 Deg C) and step controller should control the outlet temperature and accordingly switch on/off the required number of heaters.

b) The heaters will be switched off if there is no flow in the line using a water Flow switch in the line.

c) The heaters will be switched off if the water level is low in the HWG.

d) In addition, HWG will be having High Temperature interlock, Pressure relief valve, Safety thermostat with fixed setting and Auto vent valve.

e) Level switch in the expansion tank of hot water generator will give alarm in case of low water level.

h) All the instruments/controls shall be terminated in a Junction Box (JB) for further transmission and control from existing Facility Control and Monitoring System (FCMS). All analog Inputs/Outputs shall be wired through suitable rating fuse terminals. All digital outputs must have a potential free contact for field termination. JB will be located at a distance of approximately 20m (twenty meters) from the Hot water generators.

## PART B – ELECTRICAL:

### GENERAL SPECIFICATIONS

1. General Design Consideration:

a. System configuration:

Voltage Supply: 415V± 10%

Frequency : 50Hz ± 5%

No of Phase and grounding: 3 Phase & Solidly ground earth

Power Distribution: A.C., 3 Phase 4 wire for 3 Phase system, 1 Phase 3 wire system for 1 Phase system.

b. Code & Standards:

All electrical equipment and accessories to be furnished, installed and commissioned under scope of these specifications shall be designed, manufactured, tested and installed in accordance with relevant Indian Standard Specifications (ISS), Indian electricity rules and any other applicable regulations.

2. Drawing, Data and Manuals

Following drawings /documents shall be submitted by the contractor for approval of Bank for execution of the work.

a. General Layout (GA) drawing with dimension of all electrical equipment and Single line drawings (SLDs) of electrical Panel.

b. Make, type and catalogue of Switchgears of Electrical MCC Panels, Power Cables and related accessories along with technical leaflets, data sheets, etc. to be provided by the contractor. The contractor shall offer recommended makes mentioned in this tender.

c. Test certificates, test results for each type of equipment.

d. Check lists and tests to be conducted during erection, testing & commissioning of the Electrical Panel.

On successful completion of the entire work, the Contractor shall provide 'As Built' drawings for all the Systems executed under the Contract. Three (03) sets of hard copies and one (01) set in soft copy (CD/DVD) in Auto-CAD and PDF format shall be provided to Bank for its record and reference. Contractor shall also provide instruction / Operation manual(s) and maintenance manuals for the all equipment/ system installed under the project.

3. Cables, wire, conduit, earthing, Switchboards, Switches/Sockets etc.

Cables: The scope includes the Supply and installation of XLPE insulated, overall FRLS PVC outer sheathed, Al/Cu armoured Power/ control cable on wall/surface/existing cable tray as required for MCC Panel, Hot water generator and their pumps etc. as per the detailed specification and quantity in this document. All necessary hardware for installation of cable like cable tie, clamps, tags etc. is in the scope of Contractor.

Contractor to ensure that cable laid on the cable tray is properly clamped with GI clamps and cable is properly secured on cable tray.

Cable tray: The scope includes the supply and installation of GI/MS cable trays as per specifications.

Earthing: The scope includes the supply and providing earthing for Panels, Hot water generator, Pumps, JBs, cable trays, etc.

Double/single compression brass cable glands, cable lugs (Al & Cu as required), cable ties, cable/wire identification tags required for the installation and maintenance of trouble free operation of the downstream system and accessories are covered under this specification.

4. Other Requirements:

Erection testing & commissioning of items as per BOQ.

Special tools & tackles. Party shall arrange the ladder/scaffolding/stair for working at height for cable laying etc. at their own cost.

Work shall be executed with safety & contractor to ensure that the manpower is equipped with PPE for working at the site.

All relevant drawing, data, catalogues with instruction and troubleshooting manuals, type test certificates for the above accessories have to be submitted.

Materials and accessories which are necessary or used for satisfactory and trouble free operation and maintenance of the above equipment's/material shall also be furnished.

Contractor shall deploy skilled & unskilled Labor, qualified technical Supervisor(s), erection tools & tackles, testing tools & equipment, supplies, consumables and hardware and transport for timely and efficient execution of the work.

Materials/systems etc. procured by the selected Contractor for incorporation in the work will be only of Makes/Manufacturers specified in the tender document.

Submittals of the same shall be submitted by the contractor for Bank review and approval.

#### ELECTRICAL PANEL SPECIFICATION:

1. Panel shall be fabricated as per IEC 61439 or as per latest guidelines.
2. Panel shall be indoor, metal clad, air insulated floor mounted extendable to side, single front construction, front wired, front connected.
3. Minimum thickness of sheet metal used shall be 2 mm and panel shall confirm to IP54 protection.
4. The working height of the Panel shall be limited as per standard engineering practices.
5. The design should be fully compartmentalized with metal partitions between compartments. All doors shall be gasketed.
6. All switches, push buttons, lamps, indicating instruments shall be flush mounted.
7. A full height vertical cable chamber with cable supports shall be provided in each section to facilitate unit wiring. Cable chamber shall be sized to accommodate all cable and shall have removable covers. A horizontal wire way extending the entire length shall be provided at the top of panel for inter panel wiring.
8. Panel shall be with minimum 75mm high base MS channel frame.
9. The panel shall undergo seven tank or better process as per relevant IS standards.
10. Lifting hook shall be provided at each section for easy transportation.
11. Different compartment of the panel shall be provided with dust proof type air filter louvers /explosion vents or similar safety arrangements in the panels to let out gases under pressure generated during event of any fault inside the panel.
12. Panel shall have pocket for the Panel drawing in the incomer section.

#### **Busbar and Bus Taps**

1. The main bus and connections shall be of high connectivity Aluminium /Aluminium alloy, sized for specified current ratings with maximum temperature limited to 85° C.  
i.e. 35° C rise and ambient 50°.
2. Separate vertical bus bars shall be provided for each vertical panel.
3. Adequate contact pressure shall be ensured at bus connections by means of two bolt connections with plain and spring washers and lock nuts.
4. Bus bar and connections shall be fully insulated for working voltages with adequate phase/ground clearances. Insulating sleeves heat shrink type for bus bar and shrouds, removable type joints shall be provided. Bus insulators shall be flame retardant.

5. Bus bar shall be color coded for easy identification.
6. Busbar should be connected in such a way that it can be dismantled/assembled while separating different section of the panel.
7. Shrouds of transparent sheet on the exposed bus in cable alleys, for adequate safety measure.
8. Bus bar Conductor shall be confirming to IS-5082.
9. Minimum clearance (PH-PH, PH-N and PH-E) between Bus bars shall be maintained as per latest IS. Bus bar shall be fixed in step manner not one behind other.
10. Bus Bar supporting Material shall be of SMC/DMC
11. Bus bar shall be protected from the transparent insulated material for stand safety point.

### **Control Module**

1. Fixed type control module shall house the control components for a circuit.
2. The equipment layout shall provide sufficient working space in between the components.
3. Each control module shall be equipped with AC/DC potential free Relays (230V AC/24V DC), Contactors etc. for seamless interface of the operation of Drives
4. Vendor to provide the potential free contact to facilitate local operation from MCC and remote operation.

### **MCCB**

- The MCCBs should be extra current limiting type with trip time of less than 10 m sec under short circuit conditions.
- The MCCBs should be 3 or 4 poles as per SLD.
- The MCCBs should have a Service short circuit breaking capacity (Ics) of not less than 35 kA rms at 415 Volts 50Hz AC for incomer. The service breaking capacity should be equal to ultimate breaking capacities (Icu) (i.e. Ics= Icu=100%).
- The release should be thermal magnetic having adjustable overload and short circuit.
- All incoming and outgoing feeders shall be provided with bolted disconnect link for isolation of neutral, if necessary. Selector switches shall be of rotary type.
- The MCCB shall be provided with rotary drive kit, spreader terminals and ON/OFF/Trip (MCCB) position of switch handle to be clearly marked.

### **Meters**

- All indicating instruments shall be digital, Switchboard type with accuracy class +/- 2% full scale.
- MFM (Multifunction meter) of suitable rating shall be used in the incomer

feeder.

- Selector switches shall be furnished at outgoing feeders as per SLD for ammeter.
- Ammeter shall be of analog type flush mounted industrial pattern of size 96x96 mm with accuracy class 1.0.
- Multifunction meter shall be of digital type flush mounted industrial pattern of size 96x96 mm with accuracy class 1.0 as per IEC 62052/53 suitable for measurement of Current, Voltage, Power, Frequency, Power factor, Energy and ready port to communicate with FCMS through RS 485. The Meter should have Modbus communication port as well.

#### **CT (Current transformer)**

- CT will be cast resin type rated 15VA or more burden with Maximum accuracy limit of class 1.

#### **Secondary wiring**

- Panel shall be fully wired at the factory to ensure proper functioning of control and protection.
- Wiring shall be done with flexible 2.5sqmm copper 1100V grade, PVC insulated switchboard wires. Each wire shall be identified at both ends with permanent markers bearing wire numbers as per wiring diagram. Control cables shall be with PVC insulation but with stranded copper conductor
- Wire termination shall be done with crimping type connector with insulating sleeve.

#### **Cable termination**

- Panel shall be designed for cable entry from top.
- Each cable shall be clearly marked at both ends with an indestructible marker, preferably a cable tag made of Aluminium tacked with indicating cable number & both end feeder tags with switchboard tags. Cable tags at ends of cable shall be provided inside the gland plate as well as outside the gland plate
- All provisions and accessories shall be furnished for termination of cables including removable gland plates, cable supports and terminal blocks.
- Gland plate shall be minimum 3 mm thick.

#### **EARTHING Bus**

- A Copper ground bus rated to carry the maximum fault current shall extend full length of Panel.

#### **Nameplate**

- The nameplate of approved design shall be provided for each compartment and also at the top of each panel. Nameplate shall be minimum 20x70mm and 3mm thick.

- Drawing Pouch shall be provided at the incomer cable alley.

### **Painting**

- Panel shall be painted with light grey epoxy painted (Siemens Gray RAL 7032) and caution notice plate shall be fixed at the back of each vertical panel.

### **Cables, Cable tray, earthing etc.**

- Cables: The scope includes the Supply and installation of XLPE insulated, overall FRLS PVC outer sheathed, Al/Cu armoured cable on wall/surface/soil/existing cable tray as required for MCC Panel and MCB DBs as per the detailed specification and quantity in this document. All necessary hardware for installation of cable like cable tie, clamps, tags etc. is in the scope of Contractor. Contractor to ensure that cable laid on the cable tray is properly clamped with GI clamps and cable is properly secured on cable tray.
- Cable tray: The scope includes the supply and installation of GI cable trays as per specifications.
  - Earthing: The scope includes the supply and providing earthing for Panels, DBs, cable trays, light fixtures and poles, flameproof accessories, fire panel, speakers, exhaust fans etc. matching the specifications given in this tender document.

### **Design and Construction –**

The shell of the hot water generator shall be vertical tubular type made from 10mm thick M.S. sheet and dish end made of 12mm M.S. sheet with electric fusion welded seams and stainless-steel lining of 16 gauge thick in accordance with ASME Boiler & pressure vessel code Section IV.

The HWG shall be insulated with 50 mm thick fibre glass wool having a density of 24 Kg./m<sup>3</sup> and clad with 0.8 to 1.0 mm aluminium sheet on M.S. frame welded to generator body.

The shell with insulation shall be mounted inside a cabinet of angle iron frame with 16-gauge mild steel sheet covers held with fibre glass locks/bolts and hinges.

The cabinet shall be provided with sufficient louvers and rat proofing to ensure ventilation of heater terminals of electric hot water generator. The angle iron frame shall be provided with lifting-lugs and pedestals. The shell shall be tested at factory at about 250 PSIG pressure.

A drain shall be provided at the lowest point. Outlet and inlet connections with flanges shall be on the upper and lower sides. Connections for the safety valves and controls shall be provided on the top. Electric heaters of total 250 KW capacity shall be provided in banks of equal capacity distributed on three phases. Heaters shall be mounted within seamless

	<p>copper sheathed electrically resistant U tubes, flange mounted with M.S. studs. The heaters shall be easily removable externally, without opening terminal plate or disturbing other components. Heaters shall be suitable for 240 ±10% volts, 50 cycles, three phase A.C. supply and shall be in direct contact with water contained in shell. The heaters shall be provided with minimum 4 stage heating control. Out of the entire stages of heaters one stage shall be SCR modulated to function as a vernier control between the sequencer stages. It should provide infinitely variable heating from 0% to 100% of total hot water generator KW and very precise temperature control. One vernier heater stage shall be connected to a slave SCR controller. Additional stages shall sequence ON and OFF while the SCR vernier stages automatically fills the gap between the step controller stages. The electric hot water generator shall be equipped with a safety thermostat to cut off the power in case the water temp. exceeds normal limits. A safety valve shall be provided on top of the heater and the outlet shall be piped out of the plant room. The drain shall be connected to the nearest drain point. <b>BMS Compatibility:</b> - Dry contacts shall be provided for ON status indication, fault indications such as high temperature and low water level.</p> <p>Following <b>accessories</b> shall be provided with the Hot Water Generator:</p> <p>a) 4" dia dial type thermometer (mercury in bulb) in inlet and outlet pipe (Range 0°C-150°C) .—2 Nos.</p> <p>b) 4" dia pressure gauge with ball valve in inlet and outlet (Range 0 -20 Kg/cm<sup>2</sup>)-2 nos</p> <p>c) Flow switch; float switch, automatic audio and visual alarm for low water level and high temperature with respective indication lights.</p> <p>d) Pressure relief valve. – 1 No.</p> <p>e) Inlet and outlet pipes with flanges of 4" 'C' Class M.S.—2Nos.</p> <p>f) Drain point with gunmetal drain valve.</p> <p>g) De-scaling point with gun metal valves.</p> <p>h) Automatic air vent and automatic high temperature/ pressure relief valve. –1no</p> <p>i) Low level cut out with site glass – 1No.</p> <p>j) Electronic Step control thermostat for individual heater bank and master safety thermostat of fixed setting. – 1No.</p> <p>k) Door Switch:Interlocking of electric panel cover with incoming switch / limit switch.</p>										
4	<p><b><u>SPECIAL CONDITIONS</u></b></p> <p>All Material / components used in the fabrication / construction of hot water generator shall be of reputed make having relevant ISI mark. Or shall be manufactured as per I.S.standard.</p> <p>Any other item necessary for the proposed work but not specifically indicated either in specifications or BOQ may be separately indicated and its price be included in BOQ.</p>										
5	<p><b>Approved make</b></p> <table border="1" data-bbox="300 1839 1452 2063"> <tr> <td>Hot water generator</td> <td><b>Rapid cool/ Khokhar electricals or equivalent</b></td> </tr> <tr> <td>Water piping class C</td> <td>TATA/Jindal/Zenith</td> </tr> <tr> <td>Water duty butterfly /ball valve</td> <td>Audco / Advance / C &amp; R</td> </tr> <tr> <td>Gate valves</td> <td>Leader/ Advance / Audco</td> </tr> <tr> <td>Pressure Gauges</td> <td>Fiebig /Emerald / H Guru</td> </tr> </table>	Hot water generator	<b>Rapid cool/ Khokhar electricals or equivalent</b>	Water piping class C	TATA/Jindal/Zenith	Water duty butterfly /ball valve	Audco / Advance / C & R	Gate valves	Leader/ Advance / Audco	Pressure Gauges	Fiebig /Emerald / H Guru
Hot water generator	<b>Rapid cool/ Khokhar electricals or equivalent</b>										
Water piping class C	TATA/Jindal/Zenith										
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Gate valves	Leader/ Advance / Audco										
Pressure Gauges	Fiebig /Emerald / H Guru										

	Dial type temperature gauges	Emerald / H Guru / Jaspin/Fiebig
	Paints	ICI / Asian / Jenson & Nicholson
	Star Delta Starter	L & T /Siemens
	MCCB/MCB	Legrand/ Siemens/L&T
	Power cable	Polycab/finolex
	Control cable	Gloster / Finolex/polycab
	Voltmeter / Ammeter (Digital)	A.E./IMP/Rishab/amco
	CT	AE/Kappa
	Switches	L & T /Siemens
	HRC Fuse and Fittings	L & T /Siemens / GE/ Legrand
	Contactors	L & T / Siemens
	Overload Relays	L & T / Siemens
	Selector / Toggle switch	Kaycee / L &T
	Time Delay Device	Siemens / L &T / BCH
	Single Phase Device	L & T/Minilec
	Insulation	Armacell/kflex
	Drain piping	Finolex/Prince/Kissan
	Y stainer	SANT/ LEADER
	Indicator/Selector switch/Push buttons	Siemens/Schneider/ Teknic
	Cooling Fan	Rexnord/Sunon
	Cable glands & Lugs	Dowells, 3M, Hex, Comat
	Cable tray	L&T, Profab, Legrand, Sintex, OBO, Bettermann
Date	Signature of the bidder/firm	
Place	(By a person holding the Authority/Power of Attorney)	

## Section IX

(Technical Details to be filled in by the bidders)

### DETAIL OF THE SYSTEM TO BE FILLED BY THE BIDDER

6.1	System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.	
S. No.	Description	Technical details with make and model (Filled by the bidders)
(i)	Make and model	
(ii)	Rating of hot water generator	
(iii)	Make of GI pipes (12" and 8" dia)	
(iv)	Make and size of butterfly valves	
(v)	Make and size of electrical cable with specifications	
6.2	Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.	
6.3	Bidder must state categorically whether or not his offer conforms to the specifications given in Section V, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Section V.	
6.4	I have /have not enclosed leaflet/brochure of the product and Block diagram of system with inter connectivity of different peripherals.	
65	I have /have not visited the site and familiar / not familiar about the condition of the site.	
6.6	<b>Deviations if any: Shall be submitted on separate letter head and to be uploaded on MSTC website along with other documents.</b>	

**Signature of Bidder with stamp / Date**

## Section X

### Schedule of Quantity

(not to be quoted here) Rates are to be quoted in part-II in online mode only.

**e- tender for Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur**

Sr. No	Description	Unit	Quantity
1	Supply installation testing and commissioning of electric hot water generator of 250 KW capacity conforming to ASME Boiler and pressure code complete with heaters in five banks with one slave SCR module, electrical control panel with contactors, wiring, controls, thermostats insulation etc. as per detailed specifications for the following capacity: a) Water flow rate 460 LPM b) Heating capacity : 250 KW c) Delta T : 5 degree Celsius (min)	No.	1
2	<b>Water Piping 1:</b> Supply, installation and pressure testing of condenser water piping of 200 mm (MS "C class") complete with fittings, supports, bends, elbows painting as per technical specification.	Meter	10
3	<b>Butter fly valves:</b> Supply, installation, testing & commissioning of valves with flanges, bolts/ nuts/ gaskets etc. interconnected to condensers, pumps & cooling towers as under : 200MM butter fly valves	No.	2
4	Termination of existing 3.5X240 sq mm Al cable in HWG	No.	1
5	Supply Laying, Testing and commissioning of 2 runs of 25x6mm and thickness 3 mm GI strip for body earthing of generator set complete with nuts and bolts etc. & termination.	Meter	10
6	Buy Back of old 300KW HWG on as is where is basis subject to statutory deductions	No.	1

A= Sr. No 1 to 5, B= Sr. No. 6

**Total Net Value = A-B**

All the rates quoted should be inclusive of transportation, labour costs and all the statutory taxes like GST, Octroi, etc as applicable.

**Signature and stamp**

**Annexure I**

**List of Clients**

Details of works executed for minimum five years' experience of 5 years (Date of work order should be on **or before August 31, 2025**)

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & 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 August 31, 2025**)

Sr. No.	Name of work	Name and address of the firm	Rating and No. of HVAC chiller/Hot water generator units supplied	Value of the work	Whether works completed in time or not (give date of start & 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

The Regional Director  
Reserve Bank of India  
Estate Department  
Jaipur

**CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR**

Name & address of the Client

Details of Works executed by M/s (Name of the Tenderer)

- 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/

- |    |                              |  |
|----|------------------------------|--|
| c) | Mobilization of adequate T&P | Good/Satisfactory/poor<br>Outstanding/Very Good/<br>Good/Satisfactory/poor |
| d) | Mobilization of manpower     | Outstanding/Very Good/<br>Good/Satisfactory/poor                           |
| e) | General behaviour            | Outstanding/Very Good/<br>Good/Satisfactory/poor                           |

**Note: All columns should be filled in properly countersigned**

Reporting Officer\* with Office seal

\*Officer of the rank of executive engineer/Superintending Engineer or equivalent

**Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit**

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

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank of India, Jaipur, 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 \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for **Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. \_\_\_\_\_ Section IV of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of earnest money in cash.

**NOW THIS WITNESSETH:**

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur** The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

6 This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

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

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above-named Bank.  
(Banker's Name and Seal)

**Bank Manager**  
**(Banker's seal)**

**Draft Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Jaipur Regional Office, -----, Jaipur-----, having its Central Office at Shahid Bhagat Singh Marg , Fort, Mumbai 400001 (hereinafter called “the Employer”) of the one part and

\_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out the work of Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank’s Main Office building, Jaipur and has caused specifications and schedule of quantities describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works described in the said Specification and included in the Schedule of Quantities at the Respective rate 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”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In considerations 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. 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. The term “Architect” in the said conditions shall mean CGM-In-Charge, Premises Department, Reserve Bank of India, Mumbai for the purpose of this contract.
4. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
5. The said conditions and various schedules 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.
6. The agreement and documents mentioned herein shall form the basis of this Contract.

7. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur, to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the said works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
9. 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.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **75 days** subject nevertheless to the provisions for extension 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.

**11. Warranty/Defect Liability Period:**

- a. The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.
- b. During the warranty period, any fault in the system shall be attended within 8 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of 10% of the capital cost of the system will be levied, if the defect in the system is not rectified within the period of 8 hours during the period as stated above. In addition to this, if the system **is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor.**

12. All payments by the Employer under this Contract shall be made only at Jaipur.
13. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.
14. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
15. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or

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

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

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

- 16.** The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.
- a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.
  - b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
  - c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
  - d) The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
  - e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

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

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first

If the contractor is a company.

hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve  
bank of India by the hand of  
Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by  
In the presence of

If the party is partnership  
firm or an individual should  
be signed by all or on  
behalf of all the partners.

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

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

in the presence of

(1)

(2)

Directors who have signed these presents in

If the Contractor signs

token thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY the Contractor  
by the hand of Shri

\_\_\_\_\_

and duly constituted attorney.

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

If the Contractor is signing  
by hand of power of  
Attorney, whether a  
company or individual.

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.9.5 Lakhs.

(Signature) For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

**Schedule of Technical Deviations if any**

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

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

Seal of company

Signature

Name

Designation

Date

**Details of Bankers**

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Seal of company

Signature

Name

Designation

Date

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF  
Application/Proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,  
We.....(Name of the Tenderer and  
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.  
.....(Name and  
residential address of Power of Attorney holder) who is presently employed with us and holding  
the position of ..... as our  
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in  
connection with or incidental to our tender for **Design, Supply, Installation, Testing and  
commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office  
building, Jaipur**

” including signing and submission of all documents and providing information / responses to  
the Bank, representing us in all matters before the Bank, and generally dealing with Bank 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 Tenderer

Name/(s)

Stamp/Seal of the Tenderer

(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).

**DECLARATION OF COUNTRY OF ORIGIN**

(To be furnished by the tenderer)

**NAME OF WORK: Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur**

This is to certify that

a) The offered **Hot Water Generator system** is new:

b) The Same will be manufactured, assembled and offered for inspection before dispatch the works/factory of \_\_\_\_\_(address)

Therefore, Country of Origin of **Hot Water Generator system** is 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.

**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, 2nd floor,  
Main Office Building, Jaipur

Name of Work: Tender for **Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur**

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 July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. 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:

**UNDERTAKING**

**(Regarding site visit by the tenderer in order to understand the work)**

To,

The Regional Director  
Reserve Bank of India  
Estate Department  
Jaipur

Dear Sir,

NAME OF WORK: Design, Supply, Installation, Testing and commissioning (DSITC) of 250 kW hot water generator system at Bank's Main Office building, Jaipur

We, \_\_\_\_\_, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We are ready to use the existing cabling for the proposed new system, to the extent as required as per site conditions, and take the same (existing cabling, if any and new cabling) in the scope of Defect Liability Period and further under the scope of work, along with the system being provided under the scope of captioned work.

Yours faithfully,

(            )

Authorized signatory

*(Name and address of the company with Company Seal)*