



भारतीय रिज़र्व बैंक  
संपदा विभाग  
नई दिल्ली

निविदा आमंत्रण सूचना (एनआईटी)

(आरबीआई/दिल्ली क्षेत्रीय कार्यालय/संपदा/3/26-27/ईटी/149)

**नई दिल्ली में बैंक के मुख्य कार्यालय भवन के लिए 400 टीआर क्षमता वाले तीन (3) वॉटर-कूल्ड चिलर का डिज़ाइन, सप्लाई, इंस्टॉलेशन, टेस्टिंग और कमीशनिंग (डीएसआईटीसी)।**

1.	भारतीय रिज़र्व बैंक, नई दिल्ली (जिसे आगे 'बैंक' कहा जाएगा) नई दिल्ली में बैंक के मुख्य कार्यालय भवन के लिए 400 टीआर क्षमता वाले तीन (3) वॉटर-कूल्ड चिलर्स की डिज़ाइन, सप्लाई, इंस्टॉलेशन, टेस्टिंग और कमीशनिंग (डीएसआईटीसी) के लिए ई-निविदा आमंत्रित करता है। इस काम की अनुमानित लागत ₹3.45 करोड़ है और इसे कार्य आदेश जारी होने की तारीख से 14वें दिन से छह (6) महीनों के भीतर पूरा किया जाना है।	
2.	यह एक खुली निविदा है। केवल वही कंपनियाँ निविदा प्रक्रिया में भाग ले पाएँगी जो एमएसटीसी पोर्टल पर पंजीकृत हैं। निविदा दस्तावेज 12 जून, 2026 को शाम 05:00 बजे से देखने या डाउनलोड करने के लिए <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> वेबसाइट पर उपलब्ध होगा और इसे <a href="https://rbi.org.in/Scripts/BS_ViewTenders.aspx">https://rbi.org.in/Scripts/BS_ViewTenders.aspx</a> वेबसाइट से भी डाउनलोड किया जा सकता है।	
3.	यह तीन-कवर वाली ई-निविदा प्रक्रिया है। पहले ई-कवर में, ईएमडी जमा करने का प्रमाण एमएसटीसी पोर्टल पर अपलोड करना आवश्यक है। दूसरे ई-कवर यानी भाग-I (तकनीकी-वाणिज्यिक बोली) को खोलने के लिए सिर्फ़ उन्हीं बोली लगाने वालों पर विचार किया जाएगा जिन्होंने तय तारीख या उससे पहले बैंक में ईएमडी जमा कर दिया है। निविदा के दूसरे ई-कवर यानी भाग-I में प्रस्तावित काम के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन्हें बोली लगाने वालों को मानना होगा। निविदा के तीसरे ई-कवर यानी भाग-II (मूल्य बोली) में बैंक की आवश्यक मात्रा/सेवाओं की सूची और बोली लगाने वालों की मूल्य बोली होगी, जिसे एमएसटीसी पोर्टल पर ऑनलाइन जमा करना होगा।	
4.	विधिवत भरे हुए निविदा दस्तावेज को एमएसटीसी की वेबसाइट <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> पर अपलोड किया जाना चाहिए। सभी प्री-क्वालिफिकेशन (पीक्यू) कागजात केवल एमएसटीसी पोर्टल पर ही अपलोड किए जाएंगे और बैंक द्वारा जांच के लिए निविदा के दूसरे ई-कवर, यानी भाग-I को खोलने के समय इन्हें डाउनलोड किया जाएगा।	
5.	निविदा की समय-सीमा और अन्य विवरण इस प्रकार हैं:	
क)	ई-निविदा संख्या	आरबीआई/दिल्ली क्षेत्रीय कार्यालय/संपदा/3/26-27/ईटी/149
ख)	कार्य का नाम	नई दिल्ली में बैंक के मुख्य कार्यालय भवन के लिए तीन (3) 400 टीआर वॉटर-कूल्ड चिलर्स की डिज़ाइन,

		सप्लाई, इंस्टॉलेशन, टेस्टिंग और कमीशनिंग (डीएसआईटीसी)
ग)	निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (पहला ई-कवर जिसमें ईएमडी का प्रमाण होगा, दूसरा ई-कवर यानी भाग-I - तकनीकी-वाणिज्यिक बोली और तीसरा ई-कवर यानी भाग-II - मूल्य बोली) निविदा सिर्फ एमएसटीसी Ltd के ई-निविदा पोर्टल ( <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> ) के ज़रिए की जाएगी।
घ)	अनुमानित लागत	₹3.45 करोड़ (तीन करोड़ पैंतालीस लाख रुपये मात्र), लागू करें सहित
ङ)	बयाना राशि	₹6,90,000/- (छह लाख नब्बे हजार रुपये मात्र)। अधिक जानकारी निविदा दस्तावेज के खंड IV (सी) के क्लॉज़ 12 में दी गई है।
च)	वह तारीख जब एनआईटी पक्षों को डाउनलोड करने हेतु उपलब्ध होगी	12 जून, 2026 को शाम 05:00 बजे से
छ)	बोली-पूर्व बैठक की तारीख और स्थान	10 जुलाई, 2026 को सुबह 11:00 बजे ऑफ़लाइन। स्थान: भारतीय रिज़र्व बैंक, पहली मंज़िल, संपदा विभाग, नई दिल्ली।
ज)	<a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a> पर ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) के ऑनलाइन सब्मिशन आरंभ होने की तारीख	10 जुलाई 2026 को शाम 05:00 बजे से
झ)	एमएसटीसी पोर्टल पर पहले ई-कवर में ईएमडी जमा करने का प्रमाण देने और डिमांड ड्राफ्ट/बैंकर चेक/बैंक गारंटी के ज़रिए भुगतान करने की स्थिति में मूल ईएमडी दस्तावेज जमा करने की आखिरी तारीख	22 जुलाई, 2026 को दोपहर 12:30 बजे
ञ)	ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) ऑनलाइन प्रस्तुत करने की अंतिम तारीख	22 जुलाई, 2026 को दोपहर 02:00 बजे
ट)	क. पहले ई-कवर (जिसमें ईएमडी जमा करने का प्रमाण हो) को खोलने की तारीख और समय ख. दूसरे ई-कवर (जिसमें भाग-I यानी तकनीकी-वाणिज्यिक बोली हो) को खोलने की तारीख ग. तीसरे ई-कवर (जिसमें भाग-II यानी मूल्य बोली हो) को खोलने की तारीख	क. 22 जुलाई, 2026 को दोपहर 03:00 बजे ख. 22 जुलाई, 2026 को ईएमडी मिलने की पुष्टि के बाद ग. सिर्फ़ उन बोलीदाताओं का तीसरा ई-कवर यानी भाग-II (मूल्य बोली) बाद की तारीख में खोला जाएगा जो भाग-I (तकनीकी-वाणिज्यिक बोली) में योग्य पाए

	नोट: कवर उन बोलीदाताओं के अधिकृत प्रतिनिधियों की उपस्थिति में खोले जाएंगे जो उपस्थित रहना चाहें।	गए हैं, और योग्य पाए गए बोलीदाताओं को ईमेल के ज़रिए इसकी सूचना दी जाएगी।
ठ)	बोली की वैधता	दूसरे ई-कवर यानी निविदा के भाग-1 (तकनीकी-वाणिज्यिक बोली) को खोलने की तारीख से तीन महीने (90 दिन) तक; आपसी सहमति से इस अवधि को बढ़ाया जा सकता है, और इस दौरान बोली लगाने वाला/वाले निविदा को रद्द या वापस नहीं ले सकेंगे।
ड)	लेन-देन शुल्क	<b>एमएसटीसी द्वारा शुल्क लिया जाएगा। एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से लेन-देन शुल्क का भुगतान</b>

**6.** बैंक सबसे कम कीमत वाली बोली (निविदा) को स्वीकार करने के लिए बाध्य नहीं है और उसके पास किसी भी बोली को पूरी तरह या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित है। बैंक के पास बिना कोई कारण बताए किसी भी या सभी बोलियों को अस्वीकार करने का अधिकार भी सुरक्षित है।

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
नई दिल्ली



**Reserve Bank of India  
Estate Department**

**6, Sansad Marg, New Delhi-110001**

**Part-I**

**Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi**

Name of Bidder:

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Postal Address with Pin code:

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Phone /Fax / Mobile No.:

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Email Address:

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Date of Pre-Bid Meeting:

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Due Date of Submission:

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**Schedule of e-Tender**

The Schedule of e-Tender (SOT) is as follows:

Sl. No.	Item	Details
1.	e-Tender No	RBI/ Delhi Regional Office/Estate/3/26-27/ET/149
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Estate Department New Delhi Tel No.: 011-23353075 Email ids: 1. <a href="mailto:gpcnewdelhi@rbi.org.in">gpcnewdelhi@rbi.org.in</a> , 2. <a href="mailto:estatnewdelhi@rbi.org.in">estatnewdelhi@rbi.org.in</a>
3.	Name of work	Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi.
4.	Location	Reserve Bank of India, New Delhi,
5.	Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Second e-cover i.e., Part-I - Techno-Commercial Bid and third e-cover i.e., Part-II - Price Bid) The tendering would be done only through the e-Tendering portal of MSTC Ltd ( <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> ). All interested bidders must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated cost of tender (including Taxes)	₹3.45 crore (Rupees Three Crore Forty-Five Lakh Only)
7.	Completion Period	<b>Six (6) Months from the 14<sup>th</sup> day of date of issue of work order</b>
8.	Date of NIT available to the parties to download	June 12, 2026, at 05:00 PM onwards
9.	Date and Place of Pre-Bid meeting	Off-line on July 10, 2026, at 11:00 AM. Venue: Reserve Bank of India, 1 <sup>st</sup> Floor, Estate Department, New Delhi.
10.	Earnest Money Deposit	₹ 6,90,000/- (₹ Six Lakh Ninety Thousand only). Further details have been provided at Clause no. 12 of Section IV (c)

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

11.	Date of starting of online submission of e-tender (Techno-Commercial Bid and Price Bid) at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>	July 10, 2026, at 05:00 PM onwards
12.	Last date of proof of submission of EMD in first e-cover on MSTC portal and submission of original EMD document in case of mode of payment being Demand Draft/Banker's Cheque/Bank Guarantee	July 22, 2026, at 12:30 PM
13.	Date of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	July 22, 2026, at 02:00 PM
14.	Date and time of opening of first e-cover (containing proof of submission of EMD)	July 22, 2026, at 03:00 PM (in the presence of the authorized representative of the bidders who choose to be present)
15.	Date of opening of second e-cover (containing Part-I i.e., Techno-Commercial Bid)	July 22, 2026, after verification of receipt of EMD (in the presence of the authorized representative of the bidders who choose to be present)
16.	Date of opening of third e-cover (containing Part-II i.e., Price Bid)	Third e-cover i.e., Part-II (Price Bid) of only those bidders who qualified in Part-I (Techno-Commercial Bid)-shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (in the presence of the authorized representative of the bidders who choose to be present)
17.	Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part-I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.

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## DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on ‘**Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi**’ to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Bank in submitting the tender for ‘**Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi**’. The information is provided on the basis that it is non-binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for ‘**Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi**’. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

**Section I : Form of Tender / Bid**

Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Date:  
Place:

Dear Sir,

Having read and examined the Notice Inviting tender, specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

**Memorandum**

(a)	Description of work	Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi
(b)	Estimated Cost	₹3.45 crore
(c)	Earnest Money Deposit (EMD)	₹6,90,000/- (Rupees Six Lakh Ninety Thousand only). Further details have been provided at Clause no. 12 of Section IV (c) of the tender document.
(d)	Performance Bank Guarantee (PBG)	Bank Guarantee from any scheduled bank for an amount as specified in Special conditions of contract
(e)	Percentage, if any, to be deducted from each bill	NIL
(f)	Time allowed for completion of the work	As specified in Schedule 'E' of the Tender

2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

3. A sum as specified in **Section IV (c)** of the Tender towards Earnest Money Deposit (EMD) is hereby forwarded in the form as specified in Section IV (c) of the tender document. If I/We, fail to furnish the prescribed performance Bank guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the further e-tendering process of the work.
5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
6. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
7. I/We understand and agree that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.
8. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

The names of authorized persons/ partners of our firm are:

(i)	
(ii)	

Name of the designated person / partner of the firm authorized 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

	Signature	Address
(i)		
(ii)		

## **Section II** **Scope of work and Project Information**

### **Description of Work:**

The scope of work shall cover Supply, Installation, Testing and Commissioning of three (03) Nos. 400 TR screw / centrifugal type water-cooled chiller package unit, with multiple compressors (minimum 2 Nos.) as detailed under specification as provided for in the bill of materials/schedule of quantities. It also includes safely dismantling of existing three Chillers of 400 TR of McQuay, Kirloskar and Carrier make.

The scope of work shall include the following.

- i. Dismantling the existing Chiller along with all allied equipment and accessories in phased manner as per the requirement in consultation without damaging existing equipment and as directed by the Bank's Engineer. As the work of dismantling and installation is to be done in working building, minimum one old/new 400 TR should be always in working condition.
- ii. Supply, installation, testing and commissioning of three (03) Nos. 400 TR screw/ centrifugal chiller package unit with multiple compressors (minimum 2 Nos.) complete with all accessories /components/ VFD/ Start Delta/ATS devices, cabling interconnection. Mandatory pre-Dispatch, 4-point factory testing of all the chillers will be carried out at factory by the Banks's Engineer.
- iii. Delivery of water-cooled Chiller equipment's to site, New Delhi including packing, handling, transporting, clearing, loading / unloading at ports in India and unloading at site in New Delhi.
- iv. The work shall be carried out in phased manner, as approved by Engineer-in-charge. Making a safe storage space as per space allotted for the purpose by the Bank.
- v. The onus of delivery and complete installation shall be responsibility of the Contractor. Any damage during the transportation, commissioning, installation shall be the responsibility of the Contractor.
- vi. Supply, installation, erection, testing & commissioning of water-cooled chiller equipment as per technical specifications, and handing over the chiller to Bank after providing necessary training to Bank's engineer. The work includes connection of the new chiller with existing pipelines of Chilled water and condenser water circuits including supplying, welding of ISI mark MS pipelines as per existing items with insulation. Bank will cast the foundation slab but minor civil works and repairing existing foundation for proper alignment and ensuring vibration free installation will be done by vendor. Major civil works like to break wall or to open windows to take machine inside the building will be in RBI scope. However, successful firm will have to give physical marking for making openings in the walls to facilitate the work.
- vii. Providing all-inclusive onsite service with supply of all spares including microprocessors/display etc. during warranty period and subsequent Comprehensive Annual Maintenance Contract for the committed period of 13 years (minimum) from the date of expiry of 2-year Defect Liability Period (DLP) to the Bank. The DLP of two years will commence after virtual completion of entire work of 03 chillers in all respect. After completion of two years period Chillers will be under Comprehensive AMC contract. The work includes initial filling of

refrigerant and compressor oil. The topping of refrigerant in warranty period, if required, will be done by the vendor without any cost. Also, during CAMC periods, refrigerant for the topping will be provided by vendor.

viii. Any other work, not mentioned above, but required for completion of the job should also be included under the scope. In addition to the above works, following works shall be deemed to be included within the scope of work to be done by the contractor. Contractor shall also provide temporary barricades with caution boards at each site during execution of work. The contractor will make his own arrangement for long shank cranes etc. during unloading. The Bank is situated in "no entry area" where special permission is required for entry of vehicles from Government Authorities, which shall be obtained by the Contractor in advance.

ix. It is not the intent to specify completely herein all details of the works covered under this tender. Scope of work may also include such other related works even though not indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system. To understand the complete scope of work, firms are advised to make a site visit before pre-bid meeting and discuss impediments, if any.

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

**Place**

**Date**

**Signature and seal of bidder**

### Section III

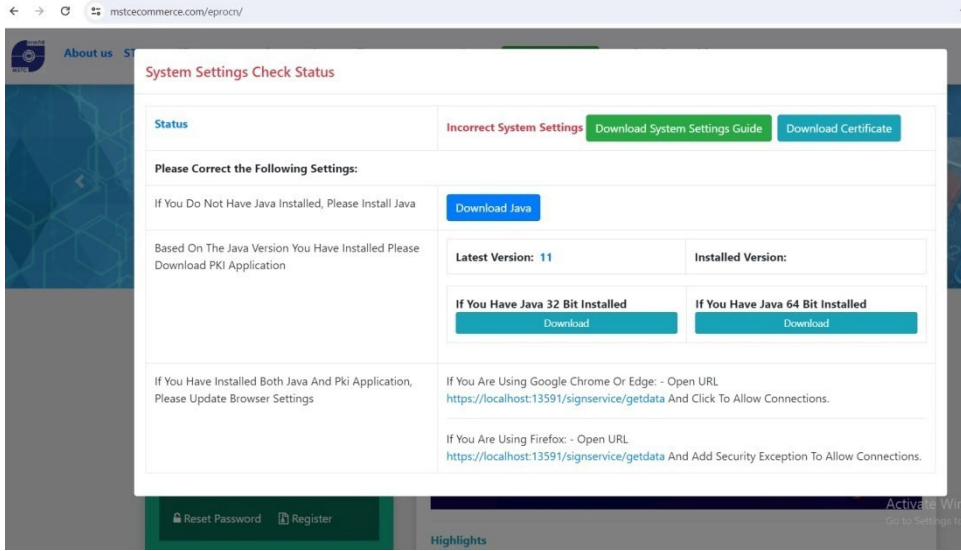
#### Important Instructions regarding e-Tender

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.

S. No.	Particulars
1.	<p><b>Process of E-tender:</b></p> <p>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/her/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).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> (Version 3)</p> <p>1) Vendors are required to register themselves online with <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).</p> <p><b><u>Contact details (MSTC Ltd.):</u></b></p> <p><b>MSTC HO Central Help Desk No.:</b> 07969066600</p> <p>Email: <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a> (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues e-Tenders, System settings etc.</p> <p><b>Contact person (North Regional Office – Delhi):</b></p> <p>(i) Ms. ARCHANA, MANAGER, MSTC Ltd., NRO Mobile- 9990673698 Email- <a href="mailto:nroopn10@mstcindia.in">nroopn10@mstcindia.in</a></p> <p>(ii) Mrs. RUPALI PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO</p>

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

	<p>Mobile – 9458704037,          Email – <a href="mailto:nroopn11@mstcindia.in">nroopn11@mstcindia.in</a>          (iii) Mr. MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO          Mobile – 9727700986,          Email - <a href="mailto:nroopn8@mstcindia.in">nroopn8@mstcindia.in</a></p> <table border="1" data-bbox="263 403 1452 593"> <thead> <tr> <th>Address</th> <th>Mail ID</th> <th>Contact</th> </tr> </thead> <tbody> <tr> <td>30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002</td> <td><a href="mailto:mstcnro@mstcindia.in">mstcnro@mstcindia.in</a></td> <td>(011) 23212357, (011) 23215163, (011) 23217850</td> </tr> </tbody> </table> <p><b>Contact person at RBI, New Delhi</b>          i. Sh. Yogi Raj Sharma, GM (Tech.)          Contact No.:011-23353075, 9869048874          Email: <a href="mailto:estatenewdelhi@rbi.org.in">estatenewdelhi@rbi.org.in</a>, <a href="mailto:gpcnewdelhi@rbi.org.in">gpcnewdelhi@rbi.org.in</a>          ii. Sh. Sanjay Kumar AGM          Contact No.: 011-23353075,-9971974043          Email: <a href="mailto:estatenewdelhi@rbi.org.in">estatenewdelhi@rbi.org.in</a>; <a href="mailto:gpcnewdelhi@rbi.org.in">gpcnewdelhi@rbi.org.in</a></p>	Address	Mail ID	Contact	30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	<a href="mailto:mstcnro@mstcindia.in">mstcnro@mstcindia.in</a>	(011) 23212357, (011) 23215163, (011) 23217850
Address	Mail ID	Contact					
30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	<a href="mailto:mstcnro@mstcindia.in">mstcnro@mstcindia.in</a>	(011) 23212357, (011) 23215163, (011) 23217850					
<p><b>2.</b></p>	<p><b>Guide for application process-</b></p> <p><b>i. System Requirement:</b>          For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <a href="https://www.mstcecommerce.com/eproc/">https://www.mstcecommerce.com/eproc/</a></p>  <p><b>ii. Special Note towards Transaction fee:</b>          The vendors shall pay the transaction fee to MSTC using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Bidder/Service Provider / Contractor / Vendor</p>						

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi

	<p>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.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without payment of the transaction fee.</p> <p><b>NOTE:</b> 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.</p> <p>iii. The vendors are required to ensure that their corporate email-ID 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).</p> <p>iv. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).</p>
3.	<p><b>Bidding in E-tender:</b></p> <p>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.</p> <p>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.</p> <p><b>a)</b> 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.</p> <p><b>b)</b> The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee-&gt;Common terms-&gt;Attach Documents-&gt;Price Bid.</p> <p>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</p>

	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.
	<p><b>c)</b> 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 be filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.</p> <p>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.</p>
	<b>d)</b> In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	<b>e)</b> During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	<b>f)</b> The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.
	<b>g)</b> 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 Bidder shall be called hereafter SUPPLIER/CONTRACTOR.
	<b>h)</b> 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.
	<b>i)</b> 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.
	<b>j)</b> 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/her acceptance of terms and conditions for the e-Tender.
	<b>k)</b> 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.

Place  
Date

Signature of bidder

**Section IV - General Rules and Instructions to Bidders**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Section IV (a): Eligibility Criteria**

Bidders are advised to submit only relevant documents in support of their eligibility along with proper indexing. The eligibility criteria shall be as under:

<b>Eligibility Requirement</b>		
<b>Criteria</b>	<b>Requirement</b>	<b>Forms / Documents to be furnished</b>
1. Composition of the firm/ organization:	<p>The bidder can be Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished.</p> <p>Joint Ventures are not allowed</p>	<p>Bidder should fill up information in <b>Format 1</b> annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate/Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/other relevant document/s</p> <p>(ii) Power of Attorney in <a href="#">Annex II</a> (On Non-Judicial Stamp Paper of ₹100/-)</p>
2. Duration of past experience	<p>(i) The bidder should have a Minimum of five (5) years of experience in executing Similar Works* during the last five years ending May 31, 2026.</p> <p><b>Explanation:</b> The bidder should have experience of executing at least one Similar Works* in every year during the last five years ending May 31, 2026.</p>	<p>(i) Bidder should fill up the information in <b>Format 2</b> annexed hereto indicating client-wise names of Similar Work(s)* awarded, actual cost(s), completion date stipulated in Contract and actual date of completion, etc. The bidders should submit along with the documentary evidence as proof of minimum five years of experience of completed Similar Work/s* viz. copies of detailed work order/s indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed Similar Work/s* issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private</p>

		<p>companies.</p> <p>(ii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>
3. Minimum value of each completed Similar Work/s*	<p>The bidder must have experience of successfully completing Similar Works* during last five (5) years ending May 31, 2026, of values as under:</p> <p>(a) Three completed Similar Works* each costing not less than the amount equal to 40% of the estimated cost of the tender.</p> <p>Or</p> <p>(b) Two completed Similar Works* each costing not less than amount equal to 50% of the estimated cost of the tender.</p> <p>Or</p> <p>One completed Similar Work* costing not less than the amount equal to 80% of the estimated cost of the tender.</p>	<p>Bidder should fill up the information in <b>Format 3</b> annexed hereto and submit along with the following documents as proof of having successfully completed Similar Work/s*.</p> <p>(i) Copies of detailed work order/s for qualifying works indicating date of award, Contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed Similar Work/s* issued by the client(s) in case of works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) in case of works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying work as per the <b>Format 3A</b> annexed hereto. It is necessary for the bidders to have a satisfactory performance with its previous and existing clients. If the bidder has been rated as unsatisfactory or poor on any of the parameters mentioned in the client certificate by the clients concerned, the Bank reserves the right to treat such bids as being non-compliant with the eligibility condition and may reject such bids.</p> <p>Also, if the bidder has executed any work at any office of RBI in the past, it</p>

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

		should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.
4. Annual Financial Turnover	The bidder shall possess minimum Annual Financial Turnover of estimated cost of this tender or more during the last three financial years viz. 2022-23, 2023-24 and 2024-25	The bidder should fill up the information in <b>Format 4</b> annexed hereto and be certified by Chartered Accountant to be submitted in proof of their creditworthiness and turnover for last three years along with the following documents:  (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for number of financial years as referred to in <b>Format 4</b> .  (ii) Copies of the Income Tax Returns for the last three financial years viz. 2022-23, 2023-24 and 2024-25
5. Solvency	The bidders should have a Solvency of value not less than 100% of estimated cost of the tender.	(i) The bidder should furnish a solvency certificate issued by the bidder's banker specifically issued for this work not earlier than <u>January 01, 2026</u> , in <b>Format 5</b> .  (ii) Bidder should submit details of their Banker in <b>Format 5A</b> .
6. Registrations	The bidder must have valid PAN, GST Registration, Registration under Employee State Insurance Act, PF registration and registration under labour laws.	Bidder must submit Copy of PAN, GST Registration Certificate, Certificate for Registration under Employee State Insurance Act, Certificate for EPF registration, registration under labour laws.
7. OEM Authorization and Service Set-up	The bidder should either be an OEM or an authorized dealer of OEM with valid dealership certificate for Delhi. The bidder must have a service set-up at New Delhi.	Certificate from the OEM/ manufacturers / any other valid document in support of valid dealership and having a full-fledged service setup at <b>New Delhi</b> should be uploaded.
8. Local Content	Only Class-I Local suppliers will be eligible to bid as per	The bidder shall submit a duly signed declaration from the OEM, certifying

	<p>Public Procurement (Preference to Make in India), Order 2017 (Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No.P-45021/2/2017-B.E. II dated 15 June 2017) and its subsequent amendments &amp; Ministry of Power Order No. A-1/2021-FSC-Part(5) dated 16<sup>th</sup> November 2021 and its subsequent amendments.</p> <p>The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 55% as per <a href="#">Annexure I</a> of Ministry of Power Order No. A-1/2021-FSC-Part(5) dated 16<sup>th</sup> November 2021.</p>	<p>the extent of local content, in the format specified in <a href="#">Annex XVII</a>.</p>
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**Notes:**

(i) **\*Definition of Similar Work:** Similar Work refers to works such as Installation of minimum 400 TR Chiller System or related to it.

In composite work orders, only pumps, cooling towers, ducting, AC plant cabling, AC plant piping, plant Manager, SCADA (Supervisory Control and Data Acquisition) system and AHUs shall be included in calculating the total eligible cost. For segregation, detailed Work order shall also be submitted.

(ii) Bids received without the supporting documentary proofs specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.

(iii) The Bank reserves its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.

(iv) The bid submitted by a bidder who is found to be not satisfying the eligibility criteria will be disqualified from further processing of the tender.

(v) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place:

Authorized Signatory (With Name/Designation and Seal)

**Section IV (b): Evaluation of Bids**

1.	<p><b>Techno-Commercial Bids and EMD Compliance</b></p> <p>Tenders will be evaluated based on the eligibility criteria mentioned in Section IV (a) after opening the second e-cover i.e., Part-I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of submission of EMD should be uploaded in the first e-cover.</p>
2.	<p><b>Verification of Eligibility Documents and Scrutiny of Techno-Commercial Bid</b></p> <p>The bidders must submit all the requisite documents prescribed in the tender document in the second e-cover i.e., Part-I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank.</p>
3.	<p><b>Price Bids of Unqualified Bidders</b></p> <p>The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.</p>
4.	<p><b>Clarification and Communication for Bid Evaluation</b></p> <p>To assist in the examination, evaluation and comparison of the bids, the Bank may ask bidders individually for clarifications. Any clarification submitted by a bidder, that is not acceptable to the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing/email. Communication, if any, in this regard shall only be made to the e-mail ids '<a href="mailto:gpcnewdelhi@rbi.org.in">gpcnewdelhi@rbi.org.in</a>' and '<a href="mailto:estatnewdelhi@rbi.org.in">estatnewdelhi@rbi.org.in</a>'. No change in the price or substance of the Bid shall be sought, offered, or permitted except as required to during the evaluation of Bids in accordance with tender clauses.</p>
5.	<p><b>Non-Response to Clarification Requests</b></p> <p>If a bidder does not provide clarification/s of its tender by the date and time set in the Bank's request, its Tender shall be liable to be rejected.</p>
6.	<p><b>Opening of Price Bids (Third e-cover)</b></p> <p>The third e-cover i.e., Part-II (price bid) of all the bidders who qualified in Part-I (Techno-Commercial bid) will be opened for financial evaluation.</p>
7.	<p><b>Evaluation Process for Price Bids</b></p>

The tenders will be evaluated on the basis of Total Ownership Cost (TOC). The TOC not only includes the capital cost quoted for the Chillers less buyback value of the old Chillers but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 13 years after expiry of two-year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered:

a.	Discount factor	8 % per annum
b.	Annual Escalation in CAMC	5 % per annum
c.	Period of CAMC	13 years
d.	Payment terms of CAMC	Quarterly payment after satisfactory completion of the service

**Total Ownership Cost (TOC) = A+ (-B) + F \* C**

Where, A=Capital Cost of all the three new Chillers

B= Buy Back Value of all the three old Chillers

C= Comprehensive Annual Maintenance Contract of three Chillers

F=8.88 (Multiplying Factor) for NPV for 13 years AMC after 2 years DLP

**The work will be awarded to the bidder quoting the lowest Total Ownership Cost (TOC) (L1)**

**8. Minimum AMC Rate for TOC Calculation and Payment Terms**

In case, the bidder quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital Cost (Excluding Buyback), then 5% (Five) of the quoted capital cost (Excluding Buyback) shall be considered for Calculation of Total Cost of Ownership.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period for minimum period of 13 years subject only to escalation formulae indicated in the tender

**9. Selection of Successful Bidder in case of Multiple L1 Bids**

In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise

	his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY 2024-25 shall be considered for the award of contract.
10.	The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place:

Authorized Signatory (With Name/Designation and Seal)

### Section IV (c): General Rules and Instructions to Bidders

1.	<p><b>Bids in Three cover /Two bid system</b></p> <p>i. The tender is in three e-covers viz. the first e-cover shall contain proof of submission of EMD, second e-cover shall contain duly filled tender Part-I (Techno-commercial bid), complete eligibility criteria, details, etc. and the third e-cover shall contain duly filled in tender Part-II (Price bid). The bidders are required to submit their bids (the three e-covers) electronically on the MSTC Portal, using valid Digital Signature Certificates.</p> <p>ii. The instructions given above under “Important instructions regarding e-tender” (Section III) are meant to assist the bidders in registering on the MSTC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MSTC Portal. The duly filled-in tenders, as above, can only be submitted on MSTC Portal not later than the date and time for receipt of tender (as specified in NIT / Schedule of e-tender).</p>
2.	<p><b>Definitions</b></p> <p>Section V details Definitions which shall apply to the entire Tender Document.</p>
3.	<p><b>Shortlisting of bidders for opening Part-II of the tender</b></p> <p>The Part-I (Techno-Commercial bid) of the bidders who fulfil the eligibility requirement provided in Section IV (a) will be evaluated as per the evaluation process provided in Section IV(b). Only bidders who qualify in Part-I (Techno-Commercial Bid) will be eligible for the opening of third e-cover i.e., Part-II (Price bid).</p>
4.	<p><b>Clarifications and pre-bid meeting</b></p> <p>i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting.</p> <p>ii. The bidders’ designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting.</p> <p>iii. The minutes of the pre-bid meeting will be published on the RBI website and MSTC only and the same shall be binding on all the bidders. Any tender received with any deviation/ Condition is liable for rejection.</p>
5.	<p><b>Inspection of Site /Site Visit</b></p> <p>The bidder is required to provide “<b>Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi</b>” as indicated in this document (Section-II) and is advised to visit and acquaint himself with the site conditions. The cost of visiting</p>

	shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational and site conditions prior to the submission of the tender documents.
6.	<p><b>Amendment to Tender document</b></p> <p>(i) At any time prior to the deadline for the submission of tender/bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective bidder, modify any part of the tender document by an amendment and the same will be uploaded on RBI's website <a href="https://rbi.org.in/Scripts/BS_ViewTenders.aspx">https://rbi.org.in/Scripts/BS_ViewTenders.aspx</a>.</p> <p>(ii) The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document.</p> <p>(iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.</p>
7.	<p><b>Debarment</b></p> <p>A bidder is liable for debarment/disqualification from bidding on the following grounds:</p> <p>(1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:</p> <p>(i)</p> <p>a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.</p> <p>b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.</p> <p>c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.</p> <p>d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.</p> <p>e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of Contract: which can affect the decision of the procuring entity directly or indirectly.</p> <p>f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.</p> <p>g. obstruction of any investigation or auditing of a procurement process.</p> <p>h. making false declarations or providing false information for participation in a tender process or to secure a Contract;</p>

	<p>(ii) failed to disclose conflict of interest;</p> <p>(iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.</p>
(2)	For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
(3)	If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bharatiya Nyaya Sanhita 2023 (BNS) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement Contract.
The bidder has to submit an undertaking in the format provided in <a href="#">Annex XIII</a> .	
<b>8.</b>	<b>Documents Comprising the Bid</b>
	<p>The Tender shall comprise the following:</p> <p><b>First e-cover (Online Submission Only) –</b> Details of Earnest Money Deposit (EMD) submitted as specified at NIT / Schedule of e-Tender.</p> <p><b>Second e-cover i.e., Part-I (Techno-Commercial Bid)- (Online submission Only)</b> Checklist as specified in Section IV(d). Power of Attorney (as per proforma given in <a href="#">Annex-II</a>) in favor of person signing the tender/bid. Duly filled-in and signed tender document consisting of: (a) Part-I: Techno-Commercial bid viz., entire Tender Document (excluding Part-II) duly signed. Each page of the tender document shall be signed. (b) Duly filled in, signed, and certified as stated in each document / formats/Annexes.</p> <p><b>Third e-cover i.e., Part-II (Price Bid) (Online Submission Only)</b> Part-II (Price Bid) must be submitted online on MSTC portal using valid digital signatures.</p>
<b>9.</b>	<b>Preparation of bid and Cost of bidding</b>
	<p>i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the Site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</p> <p>ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the</p>

	<p>rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.</p> <p>iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.</p>
10.	<p><b>Format to be used</b></p> <p>The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.</p>
11.	<p><b>Filling of rates</b></p> <p>i. The amount for each item should be worked out and requisite totals should be given in the specified column.</p> <p>ii. In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the tender shall be considered incomplete and shall not be considered.</p> <p>iii. No advice of any change in rate or conditions after the opening of the tender will be entertained.</p>
12.	<p><b>Earnest Money Deposit</b></p> <p>i. Bidders are required to submit Earnest Money Deposit (EMD) for ₹6,90,000/- (Rupees Six Lakh Ninety thousand only) and the proof of its submission must be uploaded in the first e-cover of the tender on MSTC portal.</p> <p>ii. EMD is to be submitted only through one of the following modes – Through NEFT to the following account (preferably): <b>Beneficiary: Reserve Bank of India, New Delhi</b> <b>Account No.: 06869229906</b> <b>IFS Code: RBIS0NDPA01 (Please read 5th and 10th character of IFSC as zero)</b> In remarks, the name of the bidder and tender number should be mentioned.</p> <p>b. Through Demand Draft/ Banker's Cheque from a scheduled bank drawn in favour of Reserve Bank of India, New Delhi</p> <p>c. Through Bank Guarantee from a scheduled bank as per <a href="#">Annex V</a> drawn in favor of the Reserve Bank of India, New Delhi (validity of the Bank Guarantee shall be at least up to validity of the tender as per clause 19 of this Section).</p> <p>iii. EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to Assistant General Manager (Administration) of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.</p> <p>iv. Under no circumstances EMD will be accepted in any other form than stipulated above. Further, EMD submitted in account of another Office of the Bank shall not be</p>

	<p>considered. Scanned copy of Demand Draft/ Banker's Cheque/ Bank Guarantee has to be uploaded as proof of submission in first e-cover.</p> <p>v. The second e-cover i.e., Part-I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date, will be considered for opening. The proof of submission should be uploaded in the first e-cover.</p> <p><b>vi. Release of EMD:</b> The EMD of bidders other than successful bidder shall be returned/refunded on expiry of bid validity (including extended validity) as per clause 19 of this Section or on award of work to the successful bidder whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Bank Guarantee (PBG) as per Clause 1 of Section V.</p> <p><b>vii. Forfeiture of EMD:</b> The EMD will be forfeited:</p> <p>(a) if the bidder withdraws bid after opening of the Price Bid or</p> <p>(b) if the successful bidder fails to commence the work awarded to her/him within the prescribed time limit or</p> <p>(c) if the successful bidder fails to execute the agreement or produce PBG.</p>
13.	<p><b>Undertaking on Legal Actions / Litigation / Arbitration by the Bidder</b></p> <p>The bidder must warrant that there is <b>no legal action</b> being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where <b>civil lawsuit / litigation/ arbitration cases</b> were/are initiated. The bidder shall give the above details as per proforma given in <a href="#">Annex XVIII</a>.</p>
14.	<p><b>Signing of Bid, Power of Attorney</b></p> <p>i. Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per <a href="#">Annex II</a>.</p> <p>ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.</p>
15.	<p><b>Modification / Substitution/ Withdrawal of Bids</b></p> <p>No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.</p>
16.	<p><b>Bid Due Date</b></p> <p>Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.</p>

17.	<b>Late bids</b>
	No bid will be accepted after the due date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.
18.	<b>Opening of bids</b>
	<p>i. Duly filled first e-cover, second e-cover i.e., Part-I (Techno-Commercial Bid) of the tender, will be opened on MSTC portal on the time and date, as specified in NIT / Schedule of e-Tender in the presence of authorized representatives of the bidders who choose to be present.</p> <p>ii. Third e-cover i.e., Part-II (Price Bid) of only those bidders who qualified in Part-I (Techno-Commercial Bid) shall be opened on a subsequent date after scrutiny of documents submitted for the Techno-Commercial Bid and it would be intimated to qualified bidders through email.</p>
19.	<b>Bid Validity</b>
	Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part-I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
20.	<b>Evaluation of bids</b>
	The Bank will examine and evaluate bids as per clauses of Section IV (b).
21.	<b>Acceptance of Tender and Award of Work</b>
	<p>i. On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract within fourteen days from the date of issue of work order thereof. The successful bidder shall sign the Contract consisting of:</p> <p>-</p> <p>(a) Articles of agreement in format prescribed in <a href="#">Annex VI</a> (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. The cost of the stamp paper/s shall be borne by the Contractor. One certified copy of the agreement will be handed over to the Contractor by the Bank.</p> <p>(b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondences leading thereto.</p> <p>(ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form).</p> <p>(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently.</p>
22.	<b>Retention Money</b>
	Retention money shall be not applicable as per relevant clause in the Schedule F.
23.	<b>Performance Bank Guarantee</b>

	Performance Bank Guarantee (PBG) for an amount equal to 10 per cent of the Contract Amount from a scheduled bank in the proforma at <a href="#">Annex VII</a> shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in clause 1 of Section V.
24.	<b>Taxes / Duties / Levies</b>
	<p>i. The estimated cost includes all taxes including Goods and Service Tax (GST)</p> <p>ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.</p>
25.	<b>Time for Completion of Work</b>
	Time is the essence of the contract. The time allowed for carrying out the work is six (6) months and the same shall be strictly followed. The completion time shall be reckoned from 14 <sup>th</sup> day of date of issue of work order.
26.	<b>Work Program</b>
	<p>i. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract.</p> <p>ii. The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge</p>
27.	<b>Bank's right to accept or reject any or all the bids</b>
	<p>i. Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank shall not assign any reason for rejection of any or all Bids.</p> <p>ii. The tenders which are not in consonance with the Code on Wages 2019 and / or any other Labour laws will be treated as invalid.</p>
28.	<b>Land Border Clause</b>
	<p>Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020, by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory.</p> <p>In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (<a href="#">Annex XI</a>).</p> <p>If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.</p>

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place: Authorized Signatory (With Name/Designation and Seal)

**Section IV (d) Checklist of documents to be submitted with the Tender**

List of Documents duly signed and certified to be scanned and uploaded before the last date and time of submission given in NIT/SoT -

Sl. No.	Checklist	Submitted/ Not submitted	Remarks
<b>To be submitted in the first e-cover</b>			
1.	Submission of Earnest Money Deposit (upload scanned copy of proof of submission of EMD in first e-cover). Note: EMD in the form of Demand Draft/Banker's Cheque/Bank Guarantee shall be deposited in original to AGM(Administration) /designated officer of Estate Department, Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001 on or before the due date of submission of EMD given in NIT/SOT.		
<b>To be submitted in second e-cover i.e., Part-I (Techno-Commercial Bid)</b>			
2.	Form of tender ( <u>Section I</u> )		
3.	<u>Format 1 of Annex I</u> (duly signed and stamped)		
4.	Copy of registration certificate/ Memorandum/ Articles of Association/ Certificate of Incorporation/ Partnership Deed/ other relevant document in support of <u>Criteria 1 of Section IV (a)</u>		
5.	Power of Attorney in <u>Annex II</u> ("Non-Judicial Stamp paper of ₹100/-")		
6.	Self-attested copy of GST registration.		
7.	Self-attested copy of the PAN card issued by the Income Tax Department		
8.	<u>Format 2 of Annex I</u> : Proof of past experience as per <u>Criteria 2 of Section IV (a)</u>		
9.	Following Documents in support of <u>Criteria 2 of Section IV (a)</u> – (a) Works executed for Government / Public sector companies: Copies of detailed work order/s indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual		

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Section IV (d) - Checklist of documents to be submitted with the tender

	<p>value of executed similar work/s issued by the client(s)</p> <p>(b) Work executed for Private Companies: Copies of work orders indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s).</p> <p>(c) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.</p>		
10.	<u>Format 3 of Annex I: Proof of eligible works as per Criteria 3 of Section IV(a)</u>		
11.	<p>Following Documents in support of Criteria 3 of Section IV (a) –</p> <p>(a) Works executed for Government / Public sector companies: Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s)</p> <p>(b) Work executed for Private Companies: Copies of work orders indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s).</p>		
12.	<p>Client certificate in <u>Format 3A of Annex-I</u> as per <u>Criteria 3 of Section IV (a)</u></p> <p>If the bidder has served at any office of RBI in the past or provided service at any office of RBI, it should be mandatory for the bidder to submit client certificate from that Regional Office/Training Establishment.</p>		
13.	<u>Format 4 of Annex I</u> duly signed by the bidder and certified by Chartered Accountant		
14.	Income Tax Returns and the latest final accounts of the business of the Contractor for		

**Section IV (d) - Checklist of documents to be submitted with the tender**

	the last 3 financial years up to FY 2024-25 duly certified by a Chartered Accountant		
15.	<u>Format 5 of Annex I</u> in the letterhead of the bidder's bank		
16.	Details of Bidder's banker in <u>Format 5A of Annex I</u>		
17.	<u>Annex II</u> : Format for Power of attorney for authorized signatory		
18.	<u>Annex III</u> : Undertaking regarding site visit		
19.	<u>Annex IV</u> : Proforma of Undertaking for maintenance confirmation by the bidder		
20.	<u>Annex VIII</u> : Proforma of undertaking for Indemnifying Bank against Non-Compliance to Contract Labour Rules/ Regulations		
21.	<u>Annex IX</u> : Proforma for Indemnifying Bank against Patent Rights		
22.	<u>Annex X</u> : CURRICULUM VITAE OF KEY STAFF PROPOSED FOR THE PROJECT		
23.	<u>Annex XI</u> : Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India		
24.	<u>Annex XII</u> : Proforma of Letter of Authorization from the OEM to participate in this Bid		
25.	<u>Annex XIII</u> : Undertaking regarding declaration of debarment by Public Institutions		
26.	<u>Annex XIV</u> : Proforma for disposal of e-waste		
27.	<u>Annex XV</u> : UNDERTAKING OF COMPREHENSIVE ANNUAL MAINTENANCE		
28.	<u>Annex XVII</u> : Declaration for local content		
29.	<u>Annex XVIII</u> : Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder		
30.	Certificate from the OEM/ manufacturers / any other valid document in support of valid dealership		
31.	All Annexes specified in the tender document		
32.	Tender documents signed and stamped (Part-I)		
33.	Any other document as specified in the NIT and tender.		
34.	Checklist of documents to be uploaded ( <u>Section IV(d)</u> )		

Section IV (d) - Checklist of documents to be submitted with the tender

35.	Any other information the bidder wishes to furnish.		
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Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Section V - General Conditions of the Contract**

Note: Please refer to Schedule F for description and Definitions about the applicability of the various clauses.

<b>Definitions</b>	1.	The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Bank and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
	i)	The expression <b>works</b> or <b>work</b> or <b>Project</b> shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in Schedule 'F'
	ii)	The <b>Site</b> shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined in Schedule 'F'.
	iii)	<b>Bank</b> shall mean The Reserve Bank of India New Delhi (as mentioned in Schedule 'F') and shall include its assignees and successors
	iv)	<b>RBI</b> shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, New Delhi – 400001 and having its Regional Offices at various places.
	v)	<b>Tender document</b> shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Project.
	vi)	<b>Day</b> shall mean calendar Day
	vii)	<b>Working day</b> shall mean the days when Bank's office is working i.e., Days excluding Public holidays, Saturdays and

			Sundays
		viii)	<b>Month</b> shall mean the calendar month.
		ix)	<b>Year</b> shall mean Calendar Year
		x)	<b>Bidder (s)</b> shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
		xi)	The <b>Contractor</b> shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
		xii)	<b>Sub-Contractor</b> means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Bank
		xiii)	The <b>Engineer-In-Charge</b> means the Engineer Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be In-Charge of the work.
		xiv)	The <b>Authorized representatives of Engineer-In-Charge</b> means the Engineer officers AGM (Tech) / Manager (Tech) / AM (Tech) employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge.
		xv)	<b>Contract Price or Contract Amount</b> shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Bank and indicated in the letter of award of work.
		xvi)	<b>Contract Period</b> shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Bank
		xvii)	<b>Contract Agreement</b> shall mean the agreement signed between the Contractor and the Bank for the execution of the Project.
		xviii)	<b>Notice in writing or written notice</b> shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by

			any accepted electronic means shall also be deemed to be a written notice.
			<b>Writing</b> includes any written paper document, e-mail correspondence and any electronic message.
		xix)	<b>Act of Insolvency</b> shall mean any act of insolvency as defined by the Insolvency and Bankruptcy Code 2016, or any Act amending such original.
		xx)	<b>Manufacturer</b> refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
		xxi)	<b>Contractor's Works or Manufacturer's Works</b> shall mean and include the land and other places which are used by the CONTRACTOR / FABRICATOR or SUB- CONTRACTOR / SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".
		xxii)	<b>Market Rate</b> shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.
		xxiii)	<b>Net Rate/Price</b> - If in arriving at the Contract Amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the <b>net price</b> of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression " <b>net rates</b> " or " <b>net prices</b> " when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
<b>Scope and performance</b>	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.	
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.	

<p><b>Works to be carried out</b></p>	<p>6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. 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 Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage, and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p> <p>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 Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time-to-time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as “Bank’s Instructions” regarding:</p> <ol style="list-style-type: none"> <li>a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.</li> <li>b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.</li> <li>c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.</li> <li>d) The removal and /or re-execution of any material / works executed by the Contractor but not fulfilling the tender specifications.</li> <li>e) The dismissal from the works of any persons employed by the contractor thereupon.</li> <li>f) The opening up for inspection of any work covered up.</li> <li>g) The amending and making good of any defects noticed and reported during Defect Liability Period.</li> </ol> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Bank’s instructions provided always that verbal</p>
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		instructions, directions and explanations given to the Contractor or his representatives upon the works by the Engineer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Engineer-in-charge in writing within a further period of seven days, such shall be deemed to be Bank's Instructions within the scope of the Contract.
<b>Sufficiency of Tender</b>	7.	The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
<b>Discrepancies and Adjustment of Errors (order of preference)</b>	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
		i) Description of Schedule of Quantities.
		ii) Particular Specification and Special Condition, if any.
		iii) Drawings.
		iv) General Specifications.
		v) Indian Standard Specifications of B.I.S
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.	
8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to or deducted from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release	

		the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
<b>Signing of Contract</b>	9.	The successful bidder/contractor, on acceptance of his tender by the Bank, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of: -
	i)	Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Bank)
	ii)	the Notice Inviting Tender (NIT), all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the contractor.

## CLAUSES OF CONTRACT

### CLAUSE 1

<b>Performance Guarantee</b>	i)	<p>(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a scheduled bank in addition to the other deposits mentioned elsewhere in the contract in prescribed format (<a href="#">Annex VII</a>) for successful execution of the Contract within 14 days of receipt of 'Letter of Award' for an amount equal to 10 per cent of the Contract Amount (inclusive of GST and applicable taxes) as Bank Guarantee in favor of Reserve Bank of India, New Delhi.</p> <p>i. Time allowed for submission of PBG from the date of award of work – 14 days.</p> <p>ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days.</p> <p>iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of Performance Guarantee per day – 7 days.</p> <p>(b) <b>Release of PBG:</b> The PBG shall be released without interest after six months of completion of the Defects Liability Period subject to Clause SC 4 . In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as Security Deposit and shall be discharged only after adjusting all dues,</p>
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		<p>liabilities, etc.</p> <p>(c) <b>Forfeiture of PBG:</b> PBG shall be forfeited in case of:</p> <p>(i) Non-commencement of work,</p> <p>(ii) non- performance of Contract obligations or failure to comply with any of the conditions of the Contract.</p> <p>(iii) as per clause 3 of Section V.</p>
	ii)	<p>The Performance Guarantee shall be initially valid during the entire period of currency of contract (i.e., up to the stipulated date of completion plus Defect Liability period). In case the time for completion of work gets prolonged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, in cases where no maintenance contract is involved, the PBG shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/ system/ any other work after construction of same building and/ or commissioning of services/ system/ other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract.</p>
	iii)	<p>The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Bank is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p>
		<p>a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.</p>
		<p>b) Failure by the contractor to pay the Bank any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.</p>
	iv)	<p>In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Bank.</p>
<b>CLAUSE 1 A</b>		
<b>Recovery of Retention Money</b>	i)	<p>The Contractor shall permit Bank at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to Retention Money of</p>

		5% of the Contract price of the work. Such deductions will be made and held by the Bank by way of Security Deposit till the successful completion of Defect Liability Period in the manner as specified in Schedule 'F'.
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the contractor by Bank on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his Security Deposit or any part thereof. The Security Deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)	The Retention Money as deducted above can be released against Bank Guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank Guarantee shall not be less than ₹5 lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	iv)	In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special Conditions of Contract.
<b>CLAUSE 2</b>		
<b>Compensation for Delay</b>		If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Bank on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in Schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in clause 5 or that the work remains incomplete.

		This will also apply to items or group of items for which a separate period of completion has been specified.
	i)	Compensation at the rate as specified in Schedule 'F' per week of delay for delay of work to be computed on per day basis, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Bank. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
<b>CLAUSE 2 A</b>		
<b>Incentive for early completion</b>  <i>(This clause is not applicable for this tender)</i>		In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated as per clause 12.1), a bonus @ 1% (one per cent) of the Contract Amount per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the Contract Amount. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule 'F'.
<b>CLAUSE 3</b>		
<b>When Contract can be Determined</b>		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine

		the contract in any of the following cases:
	i)	If the contractor has abandoned the contract.
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions.
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-Charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
	vi)	If the contractor shall offer or give or agree to give to any person in Bank's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Bank.
	vii)	If the contractor shall enter into a contract with Bank in connection with which commission has been paid or agreed to be paid by him

	or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
viii)	If the contractor had secured the contract with Bank as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
ix)	If the contractor being an individual, or if a firm, any partner thereof commits an “Act of Insolvency” or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-Charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-Charge.
x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be

		<p>incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Bank shall have powers:</p>
	a)	<p>To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Bank.</p>
	b)	<p>After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plants, 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 works 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 Engineer-in-Charge 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</p>

		<p>Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank and expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Engineer-in-Charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Bank.</p>
		<p>In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
<b>CLAUSE 3A</b>		
	a)	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.</p>
	b)	<p>If the payment of the amount payable by the Bank under Certificate of the Engineer-in-Charge 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Engineer-in-Charge or the Bank or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, through the Engineer-in-Charge and he shall be entitled</p>

	to recover from the Bank, 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 of 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 hereof.
c)	In case contractor wants to close the contract, he shall give notice to the Bank stating the failure on the part of Bank. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:
i)	If the Contract price of work is up to ₹50 lakh: 15 days.
ii)	If the Contract price of work exceeds ₹50 lakh: 30 days.
d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of ₹10 lakh.
<b>CLAUSE 3B</b>	
<b>Termination of Contract in case of death of Contractor</b>	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Bank shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.
<b>CLAUSE 4</b>	
<b>Contractor liable to pay Compensation even if action not taken under Clause 3</b>	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the

		contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
	<b>CLAUSE 5</b>	
<b>Time and Extension for Delay</b>		The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Bank shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee absolutely.
	5.1	As soon as possible after the award of work but in any case, before 14 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule 'F'.
		a) Project Management shall be done by using Project Management software (M.S. Project / Primavera Software

		or any other similar project management software) for works costing more than ₹ 2 crore. The contractor shall inform the Bank which Project Management software he intends to use. The contractor shall also arrange to install one latest licensed version of the respective Project Management software in the Engineer-in-Charge's computer at site without any additional cost and maintain it till the completion of work.
	<b>PROGRAMME CHART</b>	
i)	The Contractor shall prepare a detailed work programme (for contract price upto ₹2 crore) and an integrated programme chart in MS Project/Primavera software or any other similar project management software (for contract price above ₹2 crore) for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within fourteen days of award of the contract. A recovery of ₹500/- (for works costing upto ₹2 crore) / ₹5000/- (for works costing more than ₹2 crore) shall be made on per day basis in case of delay in submission of the above programme subject to a maximum of 0.5% of the Contract Amount.	
ii)	The programme should include the following:	
	a)	Descriptive note explaining sequence of the various activities.
	b)	Network (PERT / CPM / BAR CHART).
	c)	Programme for procurement of materials by the contractor.
	d)	Programme for procurement of machinery/ equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
	e)	Programme for deployment of manpower by the contractor.
	In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering/ form work material required for cement concrete and R.C.C. works etc. within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.	
iii)	If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme	

	referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer-in-Charge. A recovery of ₹500/- (for works costing upto ₹2 crore) / ₹5000/- (for works costing more than ₹2 crore) shall be made on per day basis in case of delay in submission of the modified programme from the date of instructions issued by Engineer-in-Charge to submit a revised programme subject to a maximum of 0.5% of the Contract Amount.
iv)	The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
v) a	The contractor shall submit the progress report for works costing up to ₹ 2 crore with reference to base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5 <sup>th</sup> day of each month failing which a recovery ₹500/- shall be made on per day basis in case of delay in submission of the monthly progress report subject to a maximum of 0.5% of the Contract Amount.
v) b	The contractor shall submit the progress report for works costing more than ₹2 crore using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-Charge on or before 5 <sup>th</sup> day of each month failing which a recovery of ₹5000/- shall be made on per day basis in case of delay in submission of the monthly progress report subject to a maximum of 0.5% of the Contract Amount.
5.2	If the work(s) be delayed by: -
i)	force majeure, or
ii)	abnormally bad weather, or
iii)	serious loss or damage by fire, or
iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
v)	delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the

		Contract, or
	vi)	non-availability of stores, which are the responsibility of Bank to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Bank or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3	Request for rescheduling of Milestones and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor. After giving a fair and reasonable extension of time, the authority shall advise the contractor to reschedule the milestones and submit for approval.
	<b>CLAUSE 6</b>	
<b>Measurements of Work Done</b>	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress

	of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Bank shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work

		shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
<b>CLAUSE 6A</b>		
<b>Computerized Measurement Book</b>	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (MB) having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
	iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the

	<p>Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Bank a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.</p>
v)	<p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Bank. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the concerned officers of the Bank.</p>
vi)	<p>The contractor shall also submit to the Bank separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Bank and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p>
vii)	<p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.</p>
viii)	<p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be</p>

		followed.
	ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	x)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	xi)	It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	<b>CLAUSE 7</b>	
<b>Payment on Interim Certificate to be Regarded as Advances</b>	i)	For works estimated to cost over ₹50.00 lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Bank as provided in the proforma annexed hereto. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange

	<p>to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.</p> <p>The Contractor shall be paid by the Bank from time to time, by installments under Interim Certificates to be issued by the Engineer-in-Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Schedule 'F' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the schedule 'F' as "Total Retention Money". The Engineer-in-charge may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Engineer-in-charge shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate, the sum of money named in the schedule as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as "the Defects Liability Period" in clause 17 or as soon as after the 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 that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case 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 all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-Charge shall of itself</p>
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	<p>be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Engineer-in-Charge might have certified in any interim bill and paid by the Bank, and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.</p>
a)	<p>70% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 15 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Bank.</p>
b)	<p>The Bank shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.</p>
c)	<p>No payment shall be made to the Contractor if the Contractor fails to ensure the works and keep them insured till the issue of the Completion Certificate.</p>
d)	<p>The amount admissible shall be paid within the specified period of honouring certificates in the Schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.</p>
ii)	<p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract</p>

	iii)	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Bank to act under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
<b>Payments in composite Contracts</b>	iv)	In case of composite tenders, running payment for the major and minor components shall be made after certification of works by concerned engineers of respective discipline.
	v)	In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, she/he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-Charge from the next RA/ final bill due to main contractor.
	<b>CLAUSE 7A</b>	
<b>Unfixed materials when taken into account to be the property of the Bank</b>		Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Bank and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.
	<b>CLAUSE 8</b>	
<b>Completion Certificate and Completion Plans</b>	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work if the work is found incomplete, the contractor shall be advised suitably. Further, in the completed work, if there is no defect, the Engineer-In-Charge shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed

		from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
	ii)	The works shall not be considered as completed until the Engineer-in-charge has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.
<b>CLAUSE 8A</b>		
<b>Contractor to Keep Site Clean</b>		The splashes and droppings from whitewashing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
<b>CLAUSE 8B</b>		
<b>Completion Plans to be Submitted by the Contractor</b>	i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the

		completion of the work.
	ii)	The contractor shall submit all the data and details as regards the work to enable the Bank to prepare the 'As built drawings' for layouts etc.
	iii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iv)	In case, the contractor fails to submit the completion plan as aforesaid, the Bank will not process its bills for payment till such time the completion plan is submitted.
<b>CLAUSE 9</b>		
<b>Payment of Final Bill</b>		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill, and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with account of materials wherever applicable.
	i)	If the Contract price of work is up to ₹50 lakh: 2 months
	ii)	If the Contract price of work is more than ₹50 lakh: 3 months
		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.
<b>CLAUSE 9A</b>		
<b>Payment of Contractor's Bills through electronic means</b>	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge. (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Bank or his signature on the bill or other claim preferred against Bank before settlement by the Engineer-in-

		Charge of the account or claim by payment to the bank. While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Bank.
<b>CLAUSE 10</b>		
<b>Materials to be provided by the Contractor</b>	i)	The contractor shall, at his own expense, provide all materials, required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VIII and shall be in accordance with the requirements of IGBC rating The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The Contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing

		unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank except the representatives of public authorities shall be allowed on the works at any time.
	v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
	vi)	The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule 'F'.
<b>CLAUSE 10A</b>		
<b>Secured Advance on Non-perishable Materials delivered at site and its recovery</b>  <b><i>(This Clause is not applicable for this tender)</i></b>	i)	The Contractor, on signing of an Indenture in the specified proforma , shall be entitled to be paid during the progress of the execution of the work up to 70% of the assessed value of any materials ( The assessed value shall be the least of the purchase value supported by the tax paid vouchers, duly verified, or material price derived from the tender rate for the respective item) which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith as per the approved progress plan and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered

		<p>/deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>The decision of the Engineer- in-Charge shall be final and binding on the Contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.</p>
<p><b>Mobilisation Advance</b> <i>(This Clause is not applicable for this tender)</i></p>	ii)	<p>Mobilization advances not exceeding 5% of the cost of project put to tender, subject to a maximum of ₹100 lakh can be paid, if requested by the Contractor in writing within one month of the date of the work order. Such advance shall be disbursed in following installments:</p> <p>a) If the amount of Mobilization advance is more than ₹50 lakh but less than ₹75 lakh- Two installments</p> <p>b) If the amount of Mobilization advance is more than ₹75 lakh - Three installments.</p> <p>The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf after submission of the required Bank Guarantee as per proforma Guarantee annexed hereto. The stages of work, on attainment of which the second and third installments (if applicable) of 'Mobilization Advance' are going to be released, are stipulated in the Schedule 'F'. The contractor shall be required to submit a utilization Certificate for the installment of the Mobilization advance received within thirty days from the date of disbursement. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from any scheduled bank for the amount equal to 110% of the amount of the installment and valid for at least six months from the date of disbursement of installment and submit to the Bank.</p> <p>Provided always that provision of Clause 10 A (ii) shall be applicable only when so provided in 'Schedule F'.</p>
<p><b>Interest &amp; Recovery on Mobilization Advance</b></p>	iii)	<p>The mobilization advance as above shall bear Simple Interest at Prime Lending Rate (PLR) of State Bank of India (SBI) on the date of payment of advance against Bank Guarantee/(s) and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount. Recovery of such sums advanced along with the accrued interest thereon shall be</p>

<p><i>(This Clause is not applicable for this tender)</i></p>	<p>made installment- wise i.e. each installment of Mobilization advance plus the accrued interest thereon shall be recovered by deduction from the contractor's any Running account bill submitted to the Bank within 120 days from the date of disbursement of the installment of Mobilization advance, if acceptable to the contractor, or by encashing the Bank Guarantee submitted by the contractor for that installment immediately on the expiry of the one hundred twenty days period from the date of disbursement of the installment of Mobilization advance, if no Running account bill is submitted by the contractor to the Bank and is pending for payment by the Bank within 120 days from the disbursement of the Installment or the contractor requests the Bank not to recover the said mobilization advance from his running account bill.</p>
<p><b>CLAUSE 10B</b></p>	
<p><b>Price Adjustment - Payment on Account of variation in Material Prices/Wages</b></p> <p><i>(This Clause is not applicable for this tender)</i></p>	<p>i) Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below;</p> <p><b>(1) Materials</b></p> $V_M = 70/100 \{0.88V - (M)\} \times \{(WI - WI_0)/WI_0\}$ <p>Where</p> <p><math>V_M</math> = Variation in material cost, i.e., increase or decrease in the amount in ₹ to be paid or recovered.</p> <p><math>V</math> = Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p><math>M</math> = Cost of materials for which basic rates, if any, are indicated in the tender</p> <p><math>WI</math> = Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p> <p><math>WI_0</math> = All India Wholesale Price Index for all commodities during the month of receipt of final Price Bid of the tender as published in the RBI Bulletin</p> <p><b>(2) Labour</b></p> $V_L = 30/100 \{0.88V - (M)\} \times \{(CI - CI_0)/CI_0\}$

	Where $V_L$ = Variation in labour cost, <i>i.e.</i> , increase or decrease in the amount in ₹ to be paid or recovered. $V$ = As stated in (1) above $M$ = As stated in (1) above $CI$ = Average of All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in the RBI Bulletin during the period under reckoning. $CI_0$ = All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of receipt of final Price Bid of the tender.
ii)	The base date for working out such price adjustment shall be the last stipulated date of receipt of Final Price bid of the tenders.
iii)	The cost of work on which price adjustment will be payable shall be reckoned as below:
	a) Gross value of work done up to last price adjustment: (A)
	b) Gross value of work done up to the current date : (B)
	c) Gross value of work done during the period under reckoning (A-B) (C)
	d) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during the period under reckoning: (D)
	k) Then, Cost of work for which price adjustment is applicable: $V = C - D$
iv)	Materials which are covered by the provision of basic prices/ rates are excluded from the purview under this adjustment.
v)	Adjustments based on the above formulae will be made for each bill as and when the indices are published. The Contractors shall submit the bill for price adjustment with detailed calculations.
vi)	The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of receipt of final price bid of the tenders.
vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of

		liquidated damages has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.
	viii)	In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/levies etc. will be allowed for any reason whatsoever.
	ix)	In case the bill is submitted to the Bank prior to 15 <sup>th</sup> of a particular month, index for the previous month will be reckoned for calculating the average indices for arriving at the adjustment. If, however, the bill is submitted on or after 15 <sup>th</sup> , the Indices for that particular month shall be taken into consideration.
<b>CLAUSE 11</b>		
<b>Work to be Executed in Accordance with Specifications, Drawings, Orders etc.</b>	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability

		and safety of all the works and methods of construction.
<b>Action in case Work not done as per Specifications</b>	<b>CLAUSE 11 A</b>	
	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers of the Bank or any organization engaged by the Bank for Quality Assurance and of the Chief Technical Examiner's Office, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.
	ii)	If it shall appear to the Engineer-in-Charge or his authorized representatives or to the Superior Officers of the Bank or the officers of the organization engaged by the Bank for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within Defects Liability Period stated in Schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing ₹5 lakh and below) after completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
iii)	In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule	

		‘F’ may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.
<b>Deviations/ Variations Extent and Pricing</b>	<b>CLAUSE 12</b>	
		The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.
	<b>12.1</b>	The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the Contractor, as follows
		i) In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus
		ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
	<b>12.2</b>	<b>A) Items that are completely new, and are in addition to the items contained in the contract</b>

<b>Deviation - Extra Items and Pricing</b>		Where the extra works are not of similar character and/or executed 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 to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-Charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-charge 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 Bank.
		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 of the Priced Schedule of 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 (and if required by the Engineer-in-Charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-Charge or his representative at or before the end of the week following that in which the work has been executed.
		In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the Contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, Contractor's overhead and profit and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.
<b>Deviation - Substituted</b>	B)	<b>Items that are taken up with partial substitution or in lieu of items of work in the contract</b>

<b>Items and Pricing</b>			In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.
		a)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
		b)	The net prices of the original tender shall determine the value of the 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 (A) thereof.
		c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
		d)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the Contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
<b>Deviation - Deviated Quantities and Pricing</b>		<b>C)</b>	<b>In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity</b>
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the Contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, Contractor's overhead and profit for the work in

			excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined.	
			The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the Contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.	
	12.3		The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:	
		i)	If the Contract price of work is up to ₹50 lakh:	15 days.
		ii)	If the Contract price of work exceeds ₹50 lakh:	30 days.
	<b>12.4</b>		The Contractor shall send to the Engineer-in-Charge once every three months, an up-to-date account giving complete details of all claims for additional payments to which the Contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the Bank may authorise consideration of such claims on merits.	
	<b>12.5</b>		For the purpose of operation of Schedule 'F', the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:	
		i)	For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.	
		ii)	For abutments, piers and well staining: All works up to 1.2 m above the bed level.	
		iii)	For retaining walls, wing walls, compound walls, chimneys,	

		overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 meters above the ground level.
	iv)	For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.
	v)	For basement: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower
	vi)	For Roads, all items of excavation and filling including treatment of subbase.
	<b>12.6</b>	Any operation incidental to or necessarily has to be in contemplation of bidder while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
<b>Foreclosure of contract due to Abandonment or Reduction in Scope of Work</b>	<b>CLAUSE 13</b>	
	If at any time after acceptance of the tender, Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	The Contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;	
	i)	Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters, Tools & Plant, site office, storage accommodation and water storage tanks etc.
	ii)	Bank shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Bank shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by Bank, cost of such materials as detailed by

		Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
		The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
		The reasonable amount of items on (i) above shall not be in excess of 0.5% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of Contractor's materials at site taken over by the Bank as per item (ii) above. Provided always that against any payments due to the Contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Bank from the Contractor under the terms of the contract.
<b>Carrying out part work at risk &amp; cost of Contractor</b>	<b>CLAUSE 14</b>	
	If Contractor:	
	<b>i)</b>	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
	<b>ii)</b>	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
	<b>iii)</b>	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to Bank, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
	<b>a)</b>	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
<b>b)</b>	Carry out the part work / part incomplete work of any item(s) by	

	<p>any means at the risk and cost of the Contractor.</p> <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the Contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Contractor. The liability of Contractor on account of loss or damage suffered by Bank because of action under this clause shall not exceed 10% of the Contract price of the work.</p> <p>In determining the amount, credit shall be given to the Contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Contractor under the terms of his contract, the value of Contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the Contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the Contractor provided always that action under this clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Bank are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.</p> <p>Any excess expenditure incurred or to be incurred by Bank in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Bank as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Bank in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
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<b>Suspension of Work</b>	<b>CLAUSE 15</b>	
	i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	a)	on account of any default on the part of the contractor or;
	b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	c)	for safety of the works or part thereof.  The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.
	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
	a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part
	b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
	iii)	If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on

	<p>the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Bank or where it affects whole of the works, as an abandonment of the works by Bank, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Bank, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
<p><b>Dismantled Material Bank's Property</b></p>	<p><b>CLAUSE 16</b></p> <p>The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Bank's property and such materials shall be disposed of as per the specific instructions in this regard or in absence of the same to the best advantage of Bank according to the instructions in writing issued by the Engineer-in-Charge.</p>
<p><b>Contractor Liable for Damages, defects during defect liability period</b></p>	<p><b>CLAUSE 17</b></p> <p>i) If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in Schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing ₹5 lakh and below) after a certificate final or otherwise of its completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon</p>

	<p>receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge 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 or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Bank 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 Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Retention Money being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank, 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 provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank. The Retention Money of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.</p>
	<p>ii) In case of Maintenance and Operation works of E&amp;M services, the Retention Money deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
<p><b>Setting out of works</b></p>	<p><b>Clause 18</b></p> <p>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 the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>The checking of any setting-out or of any line or level by the Engineer-</p>

	in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the works.
<b>All relevant Statutory Laws to be complied by the Contractor:</b>	<b>CLAUSE 19</b>
	i) The contractor shall obtain a valid license under the Occupational Safety, Health and Working Conditions (OSH) Code, 2020, and the Occupational Safety, Health and Working Conditions (Central) Rules, 2026 before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Occupational Safety, Health and Working Conditions (OSH) Code, 2020, Code on Wages (Central) Rules, 2026.
	ii) The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
	iii) The contractor shall comply with the provisions of the Code on Wages, 2019, Code on Social Security, 2020, Industrial Relations Code, 2020, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
	iv) The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	v) Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Bank for any loss caused due to non-compliance with any of the provisions of laws applicable. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
<b>Payment of wages:</b>	<b>CLAUSE 19 A</b>
	i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Occupational Safety, Health and Working Conditions (OSH) Code, 2020, and the Occupational Safety, Health and Working Conditions (Central) Rules, 2026, wherever

		applicable.				
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.				
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.				
	iv)	<table border="1"> <tr> <td>a)</td> <td>The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</td> </tr> <tr> <td>b)</td> <td>Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.</td> </tr> </table>	a)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.	b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
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	v)	The contractor shall indemnify as per the approved format and keep indemnified the Bank against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.				
	vi)	The laws aforesaid shall be deemed to be a part of this contract				

		and any breach thereof shall be deemed to be a breach of this contract.
	vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.
	<b>CLAUSE 19 B</b>	
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.	
	<b>CLAUSE 19 C</b>	
	The contractor shall submit by the 4 <sup>th</sup> and 19 <sup>th</sup> of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -	
	1)	the number of labourers employed by him on the work,
	2)	their working hours,
	3)	the wages paid to them,
	4)	the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
	Failing which the contractor shall be liable to pay to Bank, a sum not exceeding ₹200/- for each default or materially incorrect statement. The decision of the Bank shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.	
<b>(This Clause is not applicable for this tender)</b>	<b>CLAUSE 19 D</b>	
	In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him / her.	
	<b>CLAUSE 19 E</b>	
	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour has an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.	

<b>(This Clause is not applicable for this tender)</b>	<b>CLAUSE 19 F</b>	
	i)	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Bank whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
	ii)	However, the Bank, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
<b>Employment of skilled/semi-skilled workers</b>	<b>CLAUSE 19 G</b>	
	i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified in particular trade. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill shall be final and binding.
	ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than ₹5 crore.
<b>Contribution of EPF and ESI</b>	<b>CLAUSE 19 H</b>	
	The ESI and EPF contributions on the part of Bank in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.	
	<b>CLAUSE 19 I</b>	
<b>Ensuring Payment and Amenities to Workers if Contractor fails</b>	In every case in which by virtue of the provisions of the Occupational Safety, Health and Working Conditions (OSH) Code, 2020, and of the Occupational Safety, Health and Working Conditions Code (Central) Rules, 2026, Bank is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors.	

	<p>Bank will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Bank under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Bank 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 Bank to the contractor whether under this contract or otherwise Bank shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Bank full security for all costs for which Bank might become liable in contesting such claim.</p>
<b>Authorities and Notices</b>	<p><b>CLAUSE 20</b></p> <p>(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>
	<p>(ii) The Contractor shall bring to the attention of the Bank all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.</p>
<b>Work not to be sublet. Action in case of insolvency</b>	<p><b>CLAUSE 21</b></p> <p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Bank, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or</p>

	make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Bank in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Bank shall have power to adopt the course specified in Clause 3 hereof in the interest of Bank and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
<b>Recovery of Compensation paid to Workmen</b>	CLAUSE 22
	In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Bank is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Bank shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Bank under the provisions of the said Act, Bank 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 Bank to the contractor whether under this contract or otherwise. Bank shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Bank full security for all costs for which Bank might become liable in consequence of contesting such claim.
<b>Changes in firm's Constitution to be intimated</b>	CLAUSE 23
	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

<p><b>Contractor to Supply Material, Machinery, Equipment, Tools &amp; Plants etc.</b></p>	<p><b>CLAUSE 24</b></p> <p>The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&amp;P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.</p>
<p><b>Contractor to indemnify Bank against Patent Rights</b></p>	<p><b>CLAUSE 25</b></p> <p>The contractor shall fully indemnify and keep indemnified the Bank against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Bank in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.</p>
<p><b>Lump sum Provisions in Tender</b></p>	<p><b>CLAUSE 26</b></p> <p>When the estimate on which a tender is made, includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and</p>

	conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.	
<b>Nominated Sub-Contractors</b>	<b>CLAUSE 27</b>	
	(i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.
	(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Bank and Contractor shall otherwise agree) who will not enter into a Contract provided:
	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-Contractor, his servants or agents or any misuse by him or them of 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 Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Bank may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Bank and Sub-Contractor.
<b>Withholding and lien in respect of sum due from contractor</b>	<b>CLAUSE 28</b>	
	i)	Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Bank shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any

	<p>deposited by the contractor and for the purpose aforesaid, the Bank shall be entitled to withhold the Security Deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Bank shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
ii)	<p>Bank shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Bank to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under</p>

	payment shall be duly paid by Bank to the contractor, without any interest thereon whatsoever.
<b>Lien in respect of claims in other Contracts</b>	<p><b>CLAUSE 28A</b></p> <p>Any sum of money due and payable to the contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Bank against any claim of the Bank in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Bank or RESERVE BANK OF INDIA elsewhere.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Bank will be kept withheld or retained as such by the Bank or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
<p><b>Return of Surplus materials</b></p> <p><i>(This clause is not applicable for this tender)</i></p>	<p><b>CLAUSE 29</b></p> <p>Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Bank by purchases 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 them off without the written permission of the Bank and return it to Bank, if required by the Bank, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.</p>
<b>Water and Electric power supply for work</b>	<p><b>CLAUSE 30</b></p> <p>The contractor(s) shall make his/their own arrangements for water and Electric power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p>

<b>(This clause is not applicable for this tender)</b>	i)	That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
	ii)	The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
<b>Bank's water supply, if available</b>	<b>CLAUSE 30A</b>	
<b>(This clause is not applicable for this tender)</b>	Water if available may be supplied to the contractor by the Bank subject to the following conditions:-	
	i)	The water charges @ 1 % shall be recovered on gross amount of the work done.
	ii)	The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
	iii)	The Bank do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
<b>Alternate water arrangements</b>	<b>CLAUSE 31</b>	
<b>(This clause is not applicable for this tender)</b>	i)	Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
	ii)	The contractor shall be allowed to construct temporary wells in Bank's land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any

	<p>accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.</p>
<p><b>Insurance in respect of damages to Persons and Property</b></p>	<p><b>CLAUSE 32</b></p>
	<p>The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. <b>The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an All Risks Policy for Insurance for the full amount of the contract including earth quake &amp; Fire risk in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Bank before commencing the works.</b></p> <p>The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p>
	<p>The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which may arise in respect of</p>

	<p>the works or in consequence thereof and <b>shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Bank a policy of Insurance (Third Party Liability) in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</b></p> <p><b>The minimum limit of the coverage under the policy shall be ₹5 lakh per person for any one accident or occurrence and ₹2 lakh in respect of damage to property for any one accident or occurrence.</b> The Contractor shall also indemnify the Bank against all claims which may be made upon the Bank, whether under the <b>Employee Compensation Act</b> or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and <b>shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Bank a policy of Insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.</b></p> <p>In default of the Contractor insuring as provided above, the Bank may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.</p>
	<p>The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p> <p>The Contractor shall also indemnify and keep indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.</p> <p>Without prejudice to the other rights of the Bank against Contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank, and which are payable by the Contractor under this clause.</p>

<b>Employment of Technical Staff and employees</b>	<b>CLAUSE 33</b>	
	Contractor's Superintendence, Supervision, Technical Staff & Employees	
	i)	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in Schedule 'F'.</p> <p>The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. <b>Minimum requirement of such Project Manager and technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'</b>. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Bank shall be final and binding on the contractor in this respect. Such a Project Manager, Principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements</p>

	<p>of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements.</p> <p><b>Necessary site Registers viz. Material receipt/consumption register/ Hindrance Register /Labour Register etc. shall be strictly maintained by him on daily basis as directed by the Bank and got duly authenticated from Engineer-in-charge.</b></p> <p>The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, <b>a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F'</b> and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Project Manager, Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the technical staff and employees employed by him) along with every on-account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p>
ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are</p>

		<p>competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
	iii)	<p>The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.</p>
<b>Levy/Taxes payable by Contractor</b>	<b>CLAUSE 34</b>	
	i)	<p>Sales Tax/GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Bank shall not entertain any claim whatsoever in this respect.</p>
	ii)	<p>The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.</p>
	<p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Bank and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Bank and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>	
<b>Conditions for reimbursement of levy/taxes if levied after receipt of tenders</b>	<b>CLAUSE 35</b>	
	i)	<p>All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p>
	ii)	<p>The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized</p>

		representative of the Bank and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
<b>Other Persons employed by Bank</b>	<b>CLAUSE 36</b>	
	The Bank reserves the right to use premises and any portions 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 Bank. 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.	
<b>If relative working with the Bank, then the contractor not allowed to tender</b>	<b>CLAUSE 37</b>	
	The contractor shall not be permitted to tender for works in the office of the Bank responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Bank. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Bank. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Bank for any breach of this condition. NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.	
<b>No Employee of the Bank to work as Contractor within one year of retirement</b>	<b>CLAUSE 38</b>	
	No Technical or other officer or assistant (including Junior Engineer) employed with the Bank shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Bank in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.	

<p><b>Compensation during warlike situations</b></p>	<p><b>CLAUSE 39</b></p> <p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.</p>
<p><b>Direction and approval of Engineer-in-charge</b></p>	<p><b>CLAUSE 40</b></p> <p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</p>
	<p><b>CLAUSE 41</b></p> <p>All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the</p>

	use of Bank without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
<b>Release of Security Deposit after labour clearance</b>  <i>(This clause is not applicable for this tender)</i>	<b>CLAUSE 42</b> Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after submitting labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after three (3) months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released, if otherwise due.
	<b>CLAUSE 43</b>
<b>Non-Disclosure Pact</b>	<p>A. The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies.</p> <p>b. 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.</p> <p>c. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
	<b>CLAUSE 44</b>

<p><b>Prevention of Sexual Harassment at Workplace:</b></p>	<p>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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>b. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Contractor is proved.</p> <p>D. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p> <p>e. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.</p>
<p><b>Clause 45</b></p>	
<p><b>Force Majeure conditions</b></p>	<p>a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.</p>
	<p>b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.</p>
	<p>c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.</p>
<p><b>Clause 46</b></p>	

<b>Settlement of Disputes and Arbitration</b>	i)	If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank has constituted an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute.
	ii)	If an amicable settlement is not forthcoming within the aforesaid period, the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through ‘fast track procedure’ laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.
<b>Clause 47</b>		
<b>Jurisdiction of Court</b>	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.	
<b>Clause 48</b>		
<b>Police Verification</b>	No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.	

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place:

Authorized Signatory (With Name/Designation and Seal)

**Section VI**  
**SPECIAL CONDITIONS OF CONTRACT**

<b>General</b>	<b>CLAUSE SC 1</b>	
	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexes etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only to the extent that such repugnance or variations cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be affected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
<b>Responsibilities of contractor</b>	<b>CLAUSE SC 2</b>	
	i)	The CONTRACTOR is bound to carry out all the items of works necessary for completion of the job even if the same is not exclusively mentioned in the document but can be reasonably inferred from the scope of work and other details/ conditions provided in the tender document. The contractor shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.

	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	v)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Bank. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.
	vi)	The CONTRACTOR shall ensure that normal working of office is not affected due to his work.
	ix)	CONTRACTOR shall be responsible for implementing the requirements of Central Pollution Control Board / New Delhi Pollution Control Committee (whichever is applicable)
	x)	The works to be undertaken by the Contractor shall inter-alia include the following:
	a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b)	Obtaining of Statutory permissions, wherever applicable and required.
	c)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	xi)	The Contractor shall ensure that proper and timely after sales support shall be provided in respect of all equipment's / systems supplied and installed under the contract through the authorized representatives of OEMs/ system integrators/ approved dealers.
<b>Role of Bank</b>	CLAUSE SC 3	
	The Bank (Reserve Bank of India, New Delhi) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.	
	CLAUSE SC 4	

<b>Performance Bank Guarantee (PBG)</b>	<p>As security against due fulfillment of the terms and obligations of the Contract, Defect Liability Period (Warranty period) and Annual Maintenance Service Contract for the entire life cycle of the equipment, the successful bidder shall furnish on award of the works, an amount equal to 10% ( ten percent) of the Contract Amount for the work in the form of a Bank Guarantee (BG) from any scheduled bank in the form prescribed by the Bank towards <b>Security Deposit</b> for the due fulfilment of the terms and obligations of the contract and DLP. <b>This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed Chillers and a further period of two year i.e. (DLP)</b></p> <p>After completion of DLP, the Bank Guarantee submitted above shall be further extended for an amount reduced by 1/13<sup>th</sup> of initial Bank Guarantee amount year after year for a further period of Thirteen (13) years thereafter for due fulfilment of the contract conditions and DLP. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of Fifteen (15 years (two-year DLP and 13 years CAMC)).</p>
<b>Shop Drawings</b>	<p>CLAUSE SC 5</p> <p>i) Wherever shop drawings are required for approval before execution of work or the work has to be carried out as per manufacturer's specifications, shop drawing shall be got prepared by the Contractor on AutoCAD system as per the actual site measurements based on Architectural drawings and submitted to Engineer-in-Charge for approval before execution of work.</p>
<b>Works to be carried out by licensed technicians under supervision of licensed Supervisors</b>	<p>CLAUSE SC 6</p> <p>a) All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.</p> <p>b) Wherever any statutory approval/ license/ NOC is required at any stage either before commissioning or after commissioning of the equipment/ system, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the Bank for reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for the purpose.</p>
	<p>CLAUSE SC 7</p>

<b>Documents to be maintained at site</b>	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Bank's representative or Engineer-in-Charge or his representative during his site visit at all reasonable times.
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the relevant drawings to the Engineer-in-charge before submission of the Final bill.
<b>Inspection of materials/work at site</b>	CLAUSE SC 8	
		The Bank's Engineer shall inspect the materials at site after delivery before the same is used in the work.
		The Bank's Engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank 's Engineer a similar right.
		The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.
		<p>The Bank 's Engineer shall have the power-</p> <p>a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.</p> <p>b) To reject any equipment or parts submitted as not being in accordance with the specification.</p> <p>c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and</p> <p>d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted</p>
		<u>Consequence of rejection:</u> If on the equipment or a part thereof, being rejected by the Bank 's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to :

		<p>i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or</p> <p>ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or</p> <p>iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause apply as far as applicable.</p>
		Bank's Engineer's decision as to rejection final: - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.
<b>Progress Monitoring by the Engineer-in-charge</b>	CLAUSE SC 9	
	i)	The contractor shall submit his programme for approval of Engineer-in-Charge within 14 days from the date of award of work. Only <b>Bar Chart with details of all major activities shall be submitted.</b> This being an occupied premises, the work is to be planned and executed in phased manner. The delivery of equipment should also be planned in phased manner as the storage space at site is limited.
	ii)	On the basis of the approved programme, the Engineer-in-Charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.
	iii)	For this purpose, the contractor shall prepare and submit a progress report indicating following:
	A	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.

	B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Bank/ Engineer-in-Charge.
	C	Procurement schedule for long lead items and status of finalization of purchase order for such items/ materials
	D	List of Variations / extra items carried out during the previous month (period under review).
<b>Scope of Work during Warranty Period and AMC</b>	CLAUSE SC 10	
	<p>The project comprises of 3 nos. of water-cooled Chillers of capacity 400 TR each which will be completed and handed over to the Bank. To avoid complications, the date of warranty commencement will be the date of handing over of the third Chiller. During the intermittent period of date handing over of Chiller and date of handing over third Chiller, Chiller to be maintained without any extra cost.</p> <p>The entire equipment shall be guaranteed to be free from defective workmanship or materials for 24 months from the date of handover of the last Chiller (Defect Liability Period – DLP) and any defects that may appear within months from the date of issue of completion certificate for the work/ hand over of the Chiller, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of months (DLP), the contractor shall make periodical inspection of the working of the Chillers free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required for the same.</p> <p>The warranty period (DLP) shall be 24 months from the date of handing over of the third Chiller to the Bank.</p> <p>Immediately after successful completion of DLP, the contractor shall enter into Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted / approved rates for CAMC.</p> <p><b><u>Scope of works during CAMC</u></b></p> <p>(A) The scope of work shall include the following:</p> <p>(i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble-free working of the Chillers.</p> <p>(ii) Repairs/ replacement to the Chillers including re-loading software etc. in the event of any breakdown including supply /replacement of spares/</p>	

	<p>components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.</p> <p>(iii) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the bidder. <b>Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.</b></p> <p>(iv) All manufacturers preventive maintenance schedules like descaling, checking of electrical / electronic parts including checking of all safety devices, compressor, evaporator, expansion valve and condensers etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.</p> <p>(v) The scope of maintenance in addition to periodic maintenance will also include attending to any number of breakdown calls.</p> <p>(B) Penalty for delay in service during warranty and AMC period: During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Chiller is to be kept minimum, and the Chiller shall be attended within 3 hours of receiving the complaint. <b>In case, a chiller remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said Chiller / 365) for the first 7 days after 8<sup>th</sup> day onwards 4 times the daily rate of service contract shall be recovered from the payment due to the contractor.</b> In case of prolonged delay in response Bank may also invoke PBG in addition to above mentioned penalty provisions.</p> <p>They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Chiller. The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the JE.</p>						
<b>Renewal of CAMC</b>	<p>CLAUSE SC 11</p> <p><b>The CAMC rate shall be revised after first year of CAMC (completion of 3<sup>rd</sup> year from date of completion) and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:</b></p> $A_C = A_P [15 + (50 \times (EPI_C / EPI_P) + 35 \times (CPI_C / CPI_P))] / 100$ <table border="1" data-bbox="354 1675 1471 1888"> <tr> <td data-bbox="354 1675 550 1720">A<sub>C</sub></td> <td data-bbox="557 1675 1471 1720"><b>The contract amount for the current year</b></td> </tr> <tr> <td data-bbox="354 1720 550 1765">A<sub>P</sub></td> <td data-bbox="557 1720 1471 1765"><b>The contract amount for the previous year</b></td> </tr> <tr> <td data-bbox="354 1765 550 1888">EPI<sub>C</sub></td> <td data-bbox="557 1765 1471 1888"><b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the current year</b></td> </tr> </table>	A <sub>C</sub>	<b>The contract amount for the current year</b>	A <sub>P</sub>	<b>The contract amount for the previous year</b>	EPI <sub>C</sub>	<b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the current year</b>
A <sub>C</sub>	<b>The contract amount for the current year</b>						
A <sub>P</sub>	<b>The contract amount for the previous year</b>						
EPI <sub>C</sub>	<b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the current year</b>						

	EPI <sub>P</sub>	<b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the previous year</b>
	CPI <sub>C</sub>	<b>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year</b>
	CPI <sub>P</sub>	<b>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year</b>
<b>Measurement, Billing and Terms of payment</b>	CLAUSE SC 12	
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract and Special conditions of contract. As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-Charge for payment. The bill shall invariably be accompanied with following documents:
	a)	The progress reports of the concerned period, indicating that the approved milestone has been reached.
	b)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill.
	c)	Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs etc.
	d)	Delivery challans of the materials.
	e)	An undertaking on the contractor's letterhead that all the materials required for the commissioning of respective Chiller/(s) have been received at site in good condition and during execution of work, if any other material is required or any shortfall is observed, the same shall be supplied by Contractor at no extra cost to the Bank.
	ii)	The Engineer-in-Charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.
	iii)	Once the bill is received along with all the required documents, the Engineer-in-Charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
	iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-Charge or

		his authorized representatives. The Contractor shall then submit the <b>Final bill</b> to the Engineer-in-Charge. The Final Bill shall necessarily be submitted along with the following documents:
	a)	The signed measurements
	b)	The copy of last progress report, evidencing the completion of work.
	c)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	d)	Final Testing/ Commissioning report for the Project
	e)	Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs
	f)	Delivery challans for the materials
	g)	All the required documents of Guarantees/ warranties
	h)	"No claim" certificate by the Contractor except as included in the Final bill.
	v)	The Engineer-in-Charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-Charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Bank.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
	viii )	The following <b>terms of payment</b> shall be applicable to this contract subject to statutory deductions: <ul style="list-style-type: none"> <li>• <b>70% of the quoted rates pro-rata against delivery of materials after checking at site and submission of undertaking and Performance Bank Guarantee as per above mentioned Clause SC 4.</b></li> <li>• <b>30% of the quoted rates on completion of erection, testing, commissioning and handing over the system.</b></li> </ul> <p>Subject to a minimum Bill value of ₹20 lakh for RA Bills.</p>

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place:

Authorized Signatory (With Name/Designation and Seal)

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Section VII****SPECIAL INSTRUCTIONS TO BIDDERS**

1	<b>General</b>	
	i)	Special Instructions to bidders shall be read in conjunction with the General Rules and instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications of work and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexes etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Instructions to bidders is repugnant to or at variance with any provisions of the General Rules and Instructions to bidders then unless a different intention appears, the provision(s) of the Special Instructions to bidders shall be deemed to override the provision(s) of the General Rules and Instructions to bidders only to the extent that such repugnance or variance cannot be reconciled with the General Rules and Instructions to bidders.
	iv)	As the work is to be executed in an occupied building, the program for carrying out the work should be framed to cause minimal disturbance to the normal functioning. The work may also be planned on all Saturdays, Sundays and holidays including extended working hours during weekdays.
	v)	The successful bidder must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
	vi)	All debris generated during execution should be removed on the same day including taking adequate precautions to prevent dust / debris falling on Bank's/ Residents properties etc.
	vii)	The work has been planned in phased manner. The successful bidder will have to supply, Install, test and commission one chiller at one time after complete handover of one chiller, successful bidder shall Install other two chillers one by one after complete hand over. Dismantling of existing chillers to be done one by one and in such a way that SITC of Chillers can be taken up one by one after handover of one-by-one Chiller. As work is to be done during summer in working building, at least one 400TR old/ New Chiller must is always in working condition.
2	<b>Visit to Site before preparing Tender</b>	
	i)	Bidders are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed <a href="#">Annex III</a> along with Part-I of the tender.

	ii)	Bidders should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. Any deviation must be intimated during Pre-Bid Meeting. Bank may or may not agree to deviation.	
	iii)	Brief specifications and design data mentioned in the tender is not to be accepted as final by any means. The bidders should check and verify the data at site in their own interest. Bidders may explain in detail any design issues along with the tender.	
<b>3</b>	<b>Retention Money</b>		
	i)	No money shall be deducted from the bills of contractor as Retention Money. Only the Performance Bank Guarantee (PBG) shall be held as Security Deposit for the due fulfillment of the contract conditions and upto Defect Liability period (DLP). After Defect Liability Period successful bidder should submit Bank Guarantee for due fulfilment of CAMC period.	
	ii)	The EMD submitted by the successful bidder shall be returned after receipt of the PBG of the specified amount and duration.	
<b>4</b>	<b>Completion Period and time schedule</b>		
	The completion period for the project shall be as specified under schedule 'E'. A macro level time schedule shall also be prepared and submitted by the bidder along with the tender as per following table:		
	(a)	Submission of layout drawing, programme chart etc	1 Week
	(b)	Approval of layout drawings by Bank	1 Week
	(c)	Factory testing and Delivery of materials at site	9 Weeks
	(d)	Dismantling of existing McQuay Chiller and Installation of 1 <sup>st</sup> new Chiller	3 Weeks
	(e)	Dismantling of existing Kirloskar make Chiller and Installation of 2 <sup>nd</sup> new Chiller	3 Weeks
	(f)	Dismantling of existing Carrier make Chiller and Installation of 3 <sup>rd</sup> new Chiller	3 Weeks
	(g)	Commissioning and Handing over of Installed Chillers with complete training	4 Weeks
		<b>TOTAL Completion Period in weeks</b>	24 (Total from (a) to (g))
	<b>(Note)</b> – The number of weeks required for items (a) to (g) above to be filled in by the Bidder. The total completion period should be as specified in the tender.		
	The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.		

	Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.
5	<p><b>Provision of Rule 144(Xi) of the GFR 2017:</b></p> <p>Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 7/10/2021-PPD dated February 23, 2023, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at <a href="#">Annex XI</a>. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.</p> <p>II. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>III. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>IV. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.</p>

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date:

Place: Authorized Signatory (With Name/Designation and Seal)

## **Section VIII**

### **A: Technical Specifications**

**1. General** These specifications are intended to cover the complete Design, Installation, Testing, Commissioning of the three (3) Nos. of water-cooled Chillers of capacity 400 TR each with all materials in accordance with the drawings and specifications.

#### **1.1 Applicable codes**

Chiller Performance	AHRI 550 / 590
Heat Exchanger Design	Standard compliance with ASME Section VIII Div. I and TEMA C.
Insulation	IS-14164 or ASTM C-680
Vibration	IS 12075 - 1987
Painting	Paint as per RAL 7035
Suction Line / Discharge Line	SA 106 Gr. B
Gasket	Refrigerant side – NAM AF 159
	Water side – NAM AF 120
ASHRAE Compliance	ASHRAE 15 for safety code for mechanical refrigeration
	ASHRAE 147 for refrigerant leaks, recovery, and handling and storage Requirements.
Noise	AHRI 575-2008

#### **1.2 Staging area**

The Bank shall designate an equipment storage area for use by the Contractor. The Contractor shall restrict usage to area designated and shall notify Client prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Contractor shall not store such equipment until approval is received.

## **1 Design Requirements**

### **Specification for chiller package**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Water-cooled packaged multi screw chillers of specified design conditions with maximum power consumption of 0.66 IKW/TR at 100% load and Integrated Part Load value of .34IKW/TR comprising of the following, with a hermetic/ semi-hermetic screw compressor/ Centrifugal suitable for R134A.

- Semi-hermetic multi screw / centrifugal compressors with drive motor. Two chiller units are proposed with Star Delta Starter /ATS starter panel and minimum one with VFD. However, vendors are free to opt for VFD instead of star delta starters/ ATS.
- Water-cooled shell and tube type condenser
- Water-cooled chiller with all accessories
- Auto capacity control system
- Unit mounted Incomer MCCB of suitable capacity
- Unit mounted VFD starter with auxiliary contacts
- Microprocessor based unit mounted control panel
- Interconnecting refrigerant piping and valves
- Controls comprising expansion valve, HP/LP cutouts, cooling and anti-freeze thermostats etc.
- Accessories like refrigerant drier with isolating valves, strainer, safety relief valves etc.
- Interconnecting copper piping, power wiring from starter to motor of required size, control wiring and earthing
- Base frame with anti-vibration mounts
- Insulation for the chiller and suction line
- Initial charge of oil and refrigerant
- Any software required for proper functioning
- Supply, installation, testing and commissioning of the SCADA based chiller system Manager for three chillers with all sensors, software, PC with 32" LED screen, associated cabling on cable trays, network cabling. As on date the chillers shall be connected to the plant manager for monitoring and viewing purpose.
- There should be provision to connect motorized valves and chiller and condenser pumps at later date.
- Common centralized Auto tube cleaning system for all three chillers.

Any other item required for completion of the work.

#### Chiller

(a)	Temperature of chilled water entering the chiller (°C)	12.2
(b)	Temperature of chilled water leaving the chiller (°C)	6.7
(c)	Fouling factor of chiller (British unit)	0.00025
(d)	Chiller water flow (LPM)	3668
(d)	Actual Capacity of chiller	400TR
(e)	Max. power consumption at 100% load	0.66 IKW/TR
(f)	Refrigerant	R-134A or latest eco-friendly refrigerant

## Condenser

(a)	Type	Shell and tube
(b)	Water flow LPM	5825
(c)	Entering water temperature °C	32.2
(d)	Leaving water temperature °C	36.4
(e)	Fouling Factor British unit	0.001

Offered chiller will be AHRI certified to AHRI 550/590. Performance will be demonstrated on AHRI certified test bed. Chillers will be charged with an environmentally safe HFC-134a refrigerant, which meets the requirements of Montreal Protocol and not having any phase out schedule. Chillers should work only on positive pressure refrigerant and hence no purge connection is required.

Noise Level: Sound pressure levels for the complete unit will not exceed 85 dBA at 1.0 m distance in free field and 100% load.

Refrigerants- Chiller will be provided with R 134a or latest Eco-friendly refrigerant

### 3. Chiller Components

The chiller will have the following components:

#### 3.1 Compressor

- Compressor may be screw or centrifugal type. There should be multiple (minimum 2 Nos.) compressors in each chiller unit.
- Casing design will ensure major wearing parts, main bearings, and thrust bearings are accessible for maintenance and replacement.
- The compressor will be pressure tested using dry nitrogen at a minimum pressure of 18 kg/cm<sup>2</sup>.
- A temperature sensing element such as thermistors will be provided for each phase of the motor windings. These will provide independent inputs to the controller to stop the compressor if excessive temperature is sensed in any of the 3 windings.
- Compressor will be complete with all standard accessories such as pressure transducers, temperature sensors. Compressor will be provided with provision for fitting eye bolts for lifting of the compressor with the help of crane.
- Butterfly valve will be provided on suction line whereas shut valve to be provided on discharge line for isolation purpose.

#### 3.2 Compressor Motor

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

- Motor for compressor will be semi hermetic, refrigerant cooled, squirrel cage induction type. It will be fully protected against abnormal conditions.
- Motor will be equipped with PTC type winding temperature sensors.

### 3.3 Motor Starter

- Minimum one chiller must have VFD controller, remaining two chillers may be either Star Delta Starter or ATS panel as recommended and furnished by the chiller manufacturer and will be free Standing /unit mounting and inclusive of copper wiring to the chiller. However, vendors are free to opt for all chillers with VFD.

Star Delta Starters must either be supplied by the chiller manufacturer or from the OEMs mentioned in the approved make.

- Each starter is equipped with control transformer with primary voltage of 230V AC to supply power to the control panels, each starter will include the following protections:

1. Single phasing and phase reversal
  2. Overload
  3. Over / under voltage
  4. Voltage unbalance
  5. Short circuit
  6. Winding temperature high
- SFU will be provided in each circuit for isolation and short circuit protection.

### 3.4 Specifications of VFD if used as a motor starter and capacity controller.

- The main motor starter will be a Variable Frequency Drive supplied by the chiller manufacturer and will be unit mounted with IP 54 enclosure designed for front access. The VFD will be of reputed make such as Danfoss or its equivalent.
- The chiller will be supplied with Variable Frequency Drive housed in an IP 54 enclosure with fuse and disconnect. The VFD will be air cooled and will not need any external cooling such as water or refrigerant.
- The VFD will ensure smooth starting of the compressor motor such that starting current does not exceed Full Load Current of the motor.
- The VFD will ensure that power factor is maintained  $> 0,95$  at all times. The VFD will be with built in filters for controlling RFI emission and built-in chokes to suppress harmonics upto THD  $< 5\%$  and THiD  $< 30\%$ .
- The VFD should have provision to communicate with BMS over MODBUS protocol.

- The VFD shall be a dedicated HVAC engineered design supporting HVAC applications. The VFD and all its options shall be Factory built and Factory tested as a SINGLE unit and not at site.
- The VFD shall be tested to UL 508C, CE marked and conform to the European Union Electro Magnetic Compatibility directive. The VFD shall be UL listed for a short circuit current rating of 100 kA and labeled with this rating.
- The VFD shall allow the motor to produce full rated power at rated motor voltage, current, and speed without using the motor's service factor. The VFD shall be using Advanced PWM control methodology for high motor performance. The motor current shall closely approximate a sine wave.
- The VFD shall have a dual 5% impedance DC link reactor (Harmonic filters) on the positive and negative rails of the DC bus to minimize power line harmonics and protect the VFD from power line transients. The chokes shall be non-saturating.
- IEEE519, 1992 recommendations shall be used for the basis of calculation of total harmonic distortion (THD) at the point of common coupling (PCC) in the Electrical System. The Harmonic Analysis should be done to ascertain the Harmonics levels to decide upon the suitable Harmonic Mitigation Solution for the whole Electrical System. If required, the VFD manufacturer shall provide the Preliminary Harmonic study & Analysis for the Electrical system based on data provided.
- All VFDs shall have factory fitted IP55 / 54 enclosure protection with inbuilt Mains Disconnect with no additional cabinets. VFDs with factory fitted IP55 / 54 enclosures not having inbuilt mains disconnect shall have externally provided MCCB of suitable rating for each of the VFDs inside an IP54 / 54 cabinet.
- All VFDs up to 90 KW shall contain integral EMC Filters to attenuate RFI conducted to the AC power line and must be complying with the emission and immunity requirements of IEC 61800-3: 2004, Category C1 with 50m motor cable (unrestricted distribution) for all RFI sensitive Installations wherein Electronic Control system is to operate without Radio Frequency Interference emitted by VFDs.
- The VFDs shall have minimum Heat loss during operation and should have efficiency close to 98%. The VFD manufacturer should highlight the heat loss data
- The VFD shall be able to provide variable torque V/Hz output to give full motor torque at any selected frequency from 20 Hz to base speed. Breakaway current of 150% shall be available.
- AUTOMATIC ENERGY OPTIMIZATION (load dependent flux optimization) functionality to automatically and continuously monitor the motor's speed and load to adjust the applied voltage to maximize energy savings shall be available in all the VFDs.

- The VFD shall be capable of running the HVAC system at programmed lower speed even in case of One Input Phase loss. Protection against input transients, loss of AC line phase, output short circuit, output ground fault, over voltage, under voltage, VFD over temperature and motor over temperature.
- The VFD should allow switching at the output side of Drive happening due to operation of Switches / contactor / isolator without causing tripping and shall be capable of withstanding Output switching safely. The VFD should not require interlocks for Switches on Output side for its safety.
- A real-time clock shall be an integral part of the VFD. All VFD faults shall be time stamped to support troubleshooting.
- The VFD shall be able to store load profile data to assist in analyzing the system demand and energy consumption over time. There shall be a KWH counter available to record the Energy consumption of the equipment.
- The VFD shall include a standard EIA-485 (RS 485) communications port and capability to communicate with BMS over Modbus RTU / BacNet protocols. VFD shall have standard USB port for direct connection of Personal Computer (PC) to the VFD.
- The VFD shall have 45°C Ambient temperature rating at full speed, full load operation with continuous drive rated output current without any de-rating. Relative Humidity Rating shall be 0 to 95%, non-condensing.
- The VFD should have a dedicated Fire mode operation, wherein the Fan Speed in case of Fire operation can be programmed. The VFD should be capable of running in Fire Mode, by passing all programmed parameters and set points to keep the Ventilation system running until the Power Supply is shut off.

### 3.5 Evaporator and Condenser

- Evaporator and condenser will be of shell-and-tube type, designed, constructed and tested generally in accordance with requirements of the ASME Sec. VIII Div. 1 for Unfired Pressure Vessels or fabricated out of 8 mm/10 mm thick steel plate.
- Intermediate tube supports will be provided at an appropriate distance.
- Shell, tube sheet and water boxes will be of M.S. plate of IS 2062 Gr. E 250 BR or SA 516 Gr. 70.
- Tubes will be of copper, with a minimum thickness of 1.156 mm at plain ends.

- The end covers will be of appropriate size with the water nozzles being suitable for flanged / victaulic connections. Victaulic couplings will be supplied by user. In case flanged connections are provided for the water nozzles, then the manufacturer will provide the mating flanges.

### 3.6 Evaporator

- Each unit will have flooded type evaporator with refrigerant on shell side and water on tube side.
- Tubes will be enhanced externally as well as internally for maximum heat transfer. Tube ends will be expanded into grooves in tubes sheets and sealed with Loctite or equal sealer to prevent leakage of refrigerant gas. Tubes will be individually replaceable.
- The design pressure on water side will be 10.3 Bar. The water side will be tested at a hydrostatic pressure of 13.7 kg/cm<sup>2</sup>. Vents and drains will be provided on the water boxes and fitted with plugs.
- The design pressure on refrigerant side shall be 13 Bar. The refrigerant side will be tested at a pneumatic pressure of 14.6 kg/cm<sup>2</sup>.
- Factory mounted and wired pressure differential switches will be provided across water nozzles to act as flow switches and prevent unit operation with no / low flow.
- Reseating type spring loaded pressure relief valves according to ASHRAE-15 safety code will be furnished.
- The evaporator will be insulated with 32 mm thick closed cell nitrile rubber insulation. Suction line and any other component subject to condensing moisture will be insulated with 19 mm thick closed cell nitrile rubber insulation. All joints and seams will be carefully sealed to form a vapor barrier. Insulation will not be painted.

### 3.7 Condenser

- Each unit will have 1 No. condenser with refrigerant on shell side and water on tube side.
- Tubes will be enhanced externally as well as internally for maximum heat transfer. Tube ends will be expanded into grooves in tubes sheets and sealed with Loctite or equal sealer to prevent leakage of refrigerant gas. Tubes will be individually replaceable.
- The water heads will be suitable for 2 pass operation.
- The design pressure on water side will be 10.3 Bar. The water side will be tested at a hydrostatic pressure of 13.7 kg/cm<sup>2</sup>. Vents and drains will be provided on the water boxes and fitted with plugs.

- The design pressure on refrigerant side will be 16 Bar. The refrigerant side will be tested at a pneumatic pressure of 17.9 kg/cm<sup>2</sup>.
- Isolation valves and sufficient volume will be provided to hold the full refrigerant charge in the condenser during servicing / long standby.
- Factory mounted and wired pressure differential switch will be provided across water nozzles to act as flow switches and prevent unit operation with no / low flow.
- Reseating type spring loaded pressure relief valves according to ASHRAE-15 safety code will be furnished. The condenser will be provided with dual relief valves equipped with a transfer valve so that one valve can be removed for testing or replacement without loss of refrigerant or removal of refrigerant from the vessel.

### 3.8 Expansion Valve and Refrigerant Piping

- Refrigerant flow to the evaporator will be controlled by one or multiple self-metering and adjustable electronic expansion valves Expansion device will allow simple control that quickly reacts to load variations and ensures precise refrigerant flow to the evaporator. Fixed orifice devices or float controls with hot gas bypass are not acceptable.
- The refrigerant circuit will be equipped with all the necessary components in order to ensure proper operation of the unit such as filter drier, liquid sight glass, shut-off valve, etc.
- The piping will include a factory insulated suction line with 19 mm thick nitrile rubber insulation.

### 3.9 Microprocessor Based Controller

- Each chiller unit will be with microprocessor control centre in a lockable enclosure, factory mounted, wired and tested. The control panel will include touch screen graphic display, showing all system parameters in English Language with numeric data in English (FPS / SI units).
- Digital programming of essential set points through a touchscreen panel will includes entering and leaving chilled water temperature and condensing water temperature, percent loading, pull down demand limiting, seven-day time clock for starting and stopping chiller and remote reset temperature range. The chiller package will have proactive micro-computer panel with open protocol (Modbus) suitable for hook up to local BMS.
- All safety and cycling shutdowns will be annunciated through the graphic display and consists of daytime, clause of shutdown, type of restart required. Safety shutdown list is given below. It includes high oil pressure, high compressor discharge temperature, low evaporator pressure, motor controller fault and sensor malfunctions. Cycling shutdowns includes low water temperature, chilled /condenser water flow interruption, power fault, internal time lock and entire cycle.

A. Data available on display:

- a. Entering and leaving chilled water temperatures
- b. Entering and leaving condenser water temperatures
- c. Evaporator saturated refrigerant pressure
- d. Condenser saturated refrigerant pressure
- e. Net oil pressure
- f. Percentage of rated load amperage
- g. Suction pressure
- h. Discharge pressure
- i. Oil feed pressure
- j. Suction temperature
- k. Discharge temperature
- l. Oil feed temperature
- m. Suction superheat
- n. Discharge superheat
- o. Evaporator saturated refrigerant temperature
- p. Condenser saturated refrigerant temperature

B. Safeties: Following safeties are directly sensed by the controller and acted upon

- a. High and low discharge pressure
- b. Low evaporator pressure
- c. High discharge temperature
- d. No evaporator or condenser water flow
- e. High oil feed temperature
- f. Low oil feed temperature
- g. Low oil differential pressure
- h. High current
- i. Low current
- j. Low suction pressure

C. Other safeties which are sensed by other devices, but action is taken by the controller:

- a. Over Voltage / Under Voltage / Single phasing / Reverse phasing / Voltage unbalance
- b. Motor Winding Overheat
- c. No evaporator or condenser water flow.

D. Other Features:

- a. Graphic touchscreen display.
- b. Non-volatile memory with battery backup for memory to maintain all data even during extended shutdown or power failure.
- c. Automatic startup on resumption of power after power failure.

- d. Compressor lead-lag and sequencing facility for multi compressor units.
- e. Internal 7-day, 8 holiday clock with programmable Time Scheduling with Interval / RTC.
- f. Alarm History: Logging of last 99 alarms with 4 Variables (critical parameters) which can be viewed with display.
- g. Selective lockout facility on alarms to avoid unauthorized operator control
- h. RTC based anti-recycle time (Start to Start / Stop to Start).
- i. Loading / unloading / starting / stopping on chilled water outlet is automatic.
- j. PC-Connectivity is possible (separate software / hardware to be procured for this).
- k. Important variables list incorporated for getting connected to BMS system.
- l. Access to all set points with 3 Levels of Password User, Supervisory and Factory.
- m. The chiller lead / lag system will allow manual rotation of the lead chiller; include load balancing, and a staggered restart of the chillers after a power failure.
- n. Security access will be provided to prevent unauthorized change of set points to allow local / remote control of the chiller.
- o. Modbus communication capability will be provided.
- p. Chiller will be provided with an RS 485 port to output all system operating data, shutdown / cycling messages and a record of the last four cycling / shutdowns to BAS. The control centre will be programmable to provide data logs to BAS.
- q. Control centre will be able to interface with BAS to provide remote chiller start / stop, reset of chilled water temperature, reset of current limit and status message indicating chiller ready to start, chiller is operating / shut down on a safety requiring reset and chiller is shutdown on a recycling safety.
- r. Controls will be furnished to avoid nuisance chiller system cycling due to transient high and low pressure conditions by not allowing compressor to load for a safe period of time. If the condition persists, unit will shut down automatically.
- s. The controller will incorporate a soft loading function to prevent the compressor from operating at full load during the chilled water temperature pull down period.

#### 4 Witness Testing

The complete chiller will be offered for witnessed testing of performance to the Bank for determination of guaranteed capacity and power on AHRI Certified Test Bed. The testing and tolerances will be in accordance with AHRI 550 / 590 and test will be offered on AHRI certified test bed. Performance testing at 100% load will be carried out and witnessing of the same offered to customer as optional. Part load testing at 4 load points (100%, 75%, 50% and 25%) of load with ARI relief on condenser water entering temperature will be offered. The expenditure in respect of boarding/ lodging of the Banks engineer attending the factory testing shall be borne by the Bank.

#### 5 Painting

The chiller will be painted with suitable primer and finished with RAL 7035 paint as per manufacturer's specification. Shade will be as per manufacturer's standard.

## 6 Documentation

The vendor will submit the following documentation for information on placement of order

- General Arrangement and Foundation Drawing
- Technical Data Sheet
- Schematic diagram of control system indicating points for field connection.
- Electrical wiring diagrams for interlock and control wiring.

## 7 Delivery, Packing and Handling

- Chillers to be delivered at site completely assembled and charged with refrigerant and oil.

## 8 Commissioning Assistance and After Sales Support

- The supplier will depute his representative for supervision of pre-commissioning checks, startup and commissioning. Training will be provided to customer's representatives on operation and maintenance of the equipment at the time of commissioning.
- In the event of such need arising, the chiller manufacturer will have a facility for complete overhauling of the compressor at a facility in India.
- Chiller will be supplied along with serrated neoprene rubber pads or spring isolators for vibration isolation as specified by the customer.
- Installation, operation and maintenance (IOM) manual will be provided at the time of commissioning.

## 9 Automatic Tube Cleaning System (ATCS)

- A common system is to be provided for all three chillers. Scope includes all piping, valves etc. required for accomplishing the complete task. Size to be selected based on condenser nozzle size. The ATCS skid will be supplied loose.
- The ATCS is to be installed on a pedestal adjacent to the condenser nozzles and connected to the condenser inlet nozzle.

### **4. Product delivery, Storage, and handling**

4.1 Delivery material in Contractor's original, unopened protective packaging.

4.2 Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.

4.3 Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

4.4 Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open. No material shall be stored on landings.

## **5. Installation Requirements**

5.1 Install all equipment in accordance with OEM instructions, referenced codes, specifications and approved submittals.

Space Available for the Installation of Chiller in AC Plant as under :

Chiller 1 : 15'x6' with clear height of 9 feet

Chiller 2 : 17'x5' 1"with clear height of 9 feet

Chiller 3 : 15'x 5'2" with clear height of 9 feet

There is gap of about 3'9" between chiller 1 and 2 and gap of 3'6" between chiller 2 and chiller 3.

The alteration in unit, if required may only be done at factory, before testing and dispatch. No part of chillers shall be allowed to be divided into parts to install the same at final location.

To understand the plant room location and survey the path leading to the plant room, visit to the plant room shall be arranged on the day of Pre- Bid meeting.

5.2 Install all equipment so it may be easily removed for maintenance and repair.

5.3 Install all equipment for ease of maintenance. Successful firm must submit a general proposed layout showing all 3 chillers, a common tube cleaning system, panels and mark clearances on all sides.

5.4 Install all equipment to afford maximum accessibility, safety, and continuity of operation.

5.5 Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.

a) All exposed equipment and metal work installed as part of this work, which does not have architectural finish.

b) Adjacent work areas that adjoin with new equipment installed as part of this specification.

*5.6 The work has been planned in phased manner. The successful bidder will have to supply, Install, test and commission one chiller at one time after complete handover of one chiller, successful bidder shall Install other two chillers one by one after complete hand over.*

*Dismantling of existing chillers to be done one by one and in such a way that SITC of Chillers can be taken up one by one after handover of one by one Chiller. As work is to be done during summer in working building, at least one 400TR old/ New Chiller must always be in working condition.*

## **6. Manufacturer's Nameplates**

6.1 Manufacturer's nameplates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to code required labels.

6.2 Each major component of mechanical and electrical equipment shall have identification plate with the manufacturer's name, address, model number rating and any other information required by Governing Codes.

## **B: List of approved makes of materials**

1.	Chiller unit with Microprocessor based panel water-cooled type.	Trane / Dunham Bush/York/ Carrier/ Kirloskar Chillers Pvt. Ltd. / McQuay International/ DAIKIN/blue star/ Voltas or approved equivalent
4.	Three phase motors	Siemens / Kirloskar/ ABB / NGEF / Crompton / Bharat Bijlee or approved equivalent
6a	Water piping up to 200 mm	SAIL/GST/Jindal Hissar/HSL/BST/ Tata Steel or approved equivalent
6b	Water piping above 200 mm.	Jindal Hissar / Sail / HSL /BST/ Tata Steel or approved equivalent
7a	Water duty butterfly valve	Audco / Advance / Inter valve or approved equivalent
7b	Water duty check valve (Dual plate check type)	Advance/Audco/ Intervale or approved equivalent
8	Balancing valves with provision for built in flow meter	Advance / Audco / Inter valve or approved equivalent
9.	Pressure Gauges	Feibig /Emerald / H Guru or approved equivalent
10.	Industrial type thermometer (alcohol filled V form angle type)	Emerald / H Guru / Japson or approved equivalent
11.	Expanded polystyrene	P.R.Packaging Ltd./ Indian Packaging Services or approved equivalent

12	Glass Wool Blanket	P.R.Packaging Ltd./ U.P.Twiga/ Indian Packaging Services or approved equivalent
13.	Fiber Glass Rigid Board	U.P.Twiga / Owen Corning or approved equivalent
14.	Paints	ICI / Asian / Jenson & Nicholson or approved equivalent
15.	Tar felt / CPRX compound	Shalimar tar product or approved equivalent
16.	Air-Circuit Breaker	L & T /Siemens / ABB / GE / Merlin Gerin or approved equivalent
17.	ACB / MCCB	L & T/ GE / Siemens/GE or approved equivalent
18	Power cable	Cable Corporation of India / Gloster / Finolex / Universal/Polycab/Ravin or approved equivalent
19.	Control cable	Cable Corporation of India / Gloster / Finolex/ Polycab or approved equivalent
20.	Voltmeter / Ammeter	A.E./IMP/Rishab/Enercon/Krycard/C&S or approved equivalent
21.	Switches	L & T /Siemens /C&S or approved equivalent
22.	HRC Fuse and Fittings	L & T /Siemens / GE/C&S or approved equivalent
23.	Current Transformer	A.E. / Kappa / L & T/Pragati/C&S or approved equivalent
24.	Contactors	L & T / Siemens / Schnieder/GE /C&S or approved equivalent
25.	Starter	L & T / Siemens/GE /C&S or approved equivalent
26.	Overload Relays	L & T / Siemens /GE/C&S or approved equivalent
27.	Indicating Lights	Siemens / L & T /GE /C&S or approved equivalent
28.	Selector / Toggle switch	Kaycee / L & T /C&S or approved equivalent
29.	Time Delay Device	Siemens / L & T /GE/C&S or approved equivalent
30.	Gate/Globe valve	Leader/Audco/Advance or approved equivalent
32.	Flow Meter	Rockwin or approved equivalent
33.	Grilles/Diffuser	Carryaire / Dynacraft / Airmaster or approved equivalent
34	Fire Dampers	Carryair / Conair or approved equivalent
35	Single Phase Device	L & T/Minilec or approved equivalent
36	Vibration Isolators	Dunlop / Resistoflex or approved equivalent
37	GI Sheets	Jindal/SAIL/VSP/Nippon/Deuro or approved equivalent
39	Plant Manager	L & T/ Enercon/ Siemens/ Johnson / Honeywell or approved equivalent

40 a	Cross Linked Closed Cell Polyethylene (FR-XPE) for Ducts	Paramount / Trocellen/Supreme or approved equivalent
40 b	for pipes	Paramount / Thermaflex/ Supreme or approved equivalent
41	LT Power& Control Panels	Trinitron / C&S/ or approved equivalent
42.	Mini BMS	Siemens/Sauter Race/ Schneider/ Anergy/ Honeywell/ Johnson Controls or approved equivalent
43	VFD	Danfoss/ Schneider/ Siemens/ Johnson controls/ Yaskawa or approved equivalent
44	Star Delta Starters/Auto Transformer Panel	L&T/Siemens/Trinitron / C&S or approved equivalent

**SECTION IX**

**List of Schedules  
(A to F)**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Schedule A****Notes for Schedule of Quantities**

1. The Schedule of Quantities shall be read in conjunction with the specifications, GCC and SCC and other instructions given in the bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.
2. The Engineer-in-Charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
3. The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Bank.
4. Quoted Prices shall be in Indian Rupees and paisa only.
5. Rates and amounts shall be entered in both figures and words. Non-compliance of these conditions may render the Bid invalid at the discretion of the Bank.
6. Unit Rates shall be submitted for all Items, and they shall be firm for the entire duration of the contract and any approved extended period.
7. The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
8. The contractor shall note that the rates quoted by him shall be including all taxes/ duties/ levies except GST. The applicable GST shall be quoted against each item in the respective column.
9. Bidder shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.

**SCHEDULE B****Information/ Compliances to be submitted by the Bidders****General****Check List of Documents**

<b>S.No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1	Duly filled-in Tender Part-I and Part-II	
2	NEFT / Bank Guarantee or Demand Draft towards EMD	
3	Power of Attorney	
4	Proforma of Letter of Authorization from OEM to participate in this Bid as per <a href="#">Annex XII</a>	
5	Undertakings as per <a href="#">Annex III</a> (regarding site visit) and <a href="#">Annex IV</a> (regarding maintenance confirmation)	
6	Technical literature of various components and write-up of system	
7	Compliance to all the commercial terms and conditions of the tender	
8	Compliance to all the technical specifications and conditions of the tender	

**Details of Service Set up in New Delhi / NCR**

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Details of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

Signature of Bidder and Seal

Date

## SCHEDULE C

### SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

Safety Measures for digging bore holes:-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.

- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.
  - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people.
6. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:
- 
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes,

such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - (a) No paint containing lead or lead products or product containing this pigment shall be used except in the form of paste or ready-made paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.
  - (c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working

- painters during the whole of working period.
- (d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - (e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
  - (g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
  - (h) Bank may require medical examination of workers, when necessary.
8. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
9. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (iv) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work.
10. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which

are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
12. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
13. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the Bank or their representatives.

**SCHEDULE D****LIST OF DOCUMENTS TO BE MAINTAINED AT SITE**

<b>S. No.</b>	<b>Description of the Document</b>	<b>Remarks</b>
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings	Set of all relevant drawings prepared and approved for the work
3	Work Programme Chart	Showing latest approved item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day-to-day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
7	Test Reports/ certificates for Materials/ equipments	To maintain record of test reports/ certificates received from manufacturers
8	Progress Review reports	To maintain record of progress
9	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
10	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
11	Logbook of defects	To record defects noticed during inspection

After completion of work, the contractor shall submit all the above records/ documents to the Engineer-in-Charge of the Bank.

**Schedule E****General Rules and Instructions to Bidders ( Section IV(c))- Information**

Two Bids System / Three cover systems	1	<b>Tender Inviting Authority –</b> Regional Director Reserve Bank of India Estate Department, New Delhi
		<b>Name of the Work -</b> Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi.
		<b>Office –</b> Estate Department, 1 <sup>st</sup> Floor 06, Sansad Marg, Reserve Bank of India New Delhi-110001
Integrity pact	2	<b>No</b>
Tender Fee	3	<b>Tender Fee – Nil</b>
Bid validity	19	<b>Bid validity –</b> Ninety Days from the date of opening of Part-I
Time for Completion of work	25	<b>Time allowed to complete the work –</b> 6 months from the 14 <sup>th</sup> day of date of issue of work order

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Schedule F****General Conditions of the Contract (Section V)- Information**

Definitions		
	2.	
	i)	Works – Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi
	ii)	The Site- RBI, 6 Sansad Marg, New Delhi -110001
	iii)	Bank - The Regional Director, Reserve Bank of India, New Delhi
	iv)	The Engineer-in-Charge–General Manager (Tech), Reserve Bank of India, New Delhi
	v)	The percentage mentioned to cover all overheads and profits – 15%
Discrepancies and Adjustment of Errors (order of preference)	8.2	The Competent Authority - Regional Director, Reserve Bank of India, New Delhi

**CLAUSES OF CONTRACT**

Performance Guarantee	As per CLAUSE 1 section V
Recovery of Retention Money	CLAUSE 1 A
	Retention percentage – No retention (0%) from Bills
Compensation for Delay	CLAUSE 2
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, New Delhi 0.25% of Contract Amount per week Liquidated Damages shall be applicable for delay subject to Maximum of 10% of the contract value Contract Amount for the delayed period.
Incentive for early completion	CLAUSE 2 A
	<b>Not applicable</b> for this contract.
	CLAUSE 5

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Time Extension Delay	and for	Date of commencement – 14 <sup>th</sup> day from the date of issue of work order			
		Time allowed for completion of work – 6 months			
		Milestones are specified in the table below:			
		Milestone No.	Milestone Financial Progress	Time achieving for	Amount to be withheld in case of Non-achievement of the Milestone
		First	3/8 <sup>th</sup> amount of the Contract Amount	Two months from the date of commencement	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of equal to 2.5% of the Contract Amount shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone
		Second	3/4 <sup>th</sup> of Contract Amount	4 months from the date of commencement	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), amount withheld, if any, for not achieving first milestone + another amount of 2.5% of Contract Amount shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the second milestone

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	Third	Full and Final Value of the work done	6 months from the date of commencement	<p>LD shall be levied depending upon overall actual extent of delays attributable to the contractor's actions to a maximum of 10% of the accepted tender amount for the delayed/incomplete Chillers. Any amount withheld against non-achievement of any milestone shall be adjusted in the LD.</p> <p>If the overall project is delayed by the contractor, he shall not be entitled to any reduction in the amount of the liquidity damages to be recovered from his dues by the Bank notwithstanding successful attainment of certain earlier milestones.</p>
Milestones approving authority – Engineer-in-charge				
	(i)	Authority for granting Extension of Time – Regional Director, Reserve Bank of India, New Delhi		
	(ii)	Rescheduling of Milestones – Engineer-in-Charge		
	(iii)	Shifting of date of commencement in case of delay in handing over of site – Engineer-in-Charge		
Programme Chart	5.1(a)	Bar Chart/ PERT Chart will also be acceptable in addition to MS Project/Primavera software		
Measurements of Work Done	<b>CLAUSE 6 or CLAUSE 6A</b>			
	Clause applicable – 6			
Payment on Interim Certificate to be Regarded as Advances	<b>CLAUSE 7</b>			
		Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) – ₹50lakh		
		Retention percentage for Interim Certificates – 0%		
		Total Retention Money – Nil (Only PBG)		

	Retention period for the Retention Money – PBG validity period
	Period of honouring interim certificates – 1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
Materials to be provided by the Contractor	CLAUSE 10
	List of Testing equipment to be provided by the contractor at site may be furnished
Advances and Price Adjustments	CLAUSE 10 A & 10 B
	Not applicable
Action in case Work not done as per specifications	CLAUSE 11 A
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, New Delhi
Deviations/ Variations Extent and Pricing	CLAUSE 12
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
Deviation - Deviated Quantities and Pricing	
Contractor Liable for Damages, defects during defect liability period	CLAUSE 17
	Defects Liability Period – 24 months from the date of completion and handing over the Chillers to the Bank Competent Authority for deciding reduced rates – Regional Director, Reserve bank of India, New Delhi
	CLAUSE 19 C, 19 D & 19 F
	No report needs to be submitted as per clause 19C. Clauses 19 D & 19 F are not applicable as no labour shall be allowed to stay in premises.
Return of surplus Material	CLAUSE 29
	Clause 29 is not applicable.
Water and Power for Work	CLAUSE 30, 30 A and 31
	Clauses 30, 30A & 31 are not applicable. Water and Power for work shall be provided free of cost.
	CLAUSE 32

Insurance	Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site <ol style="list-style-type: none"> <li>1) Contractor's All Risk Policy for the full Contract Amount, including Earthquake and Fire Risk</li> <li>2) Workmen Compensation Policy for all workmen deployed at site.</li> <li>3) Third Party Liability Policy either separate policy of in CAR policy and having description as per following details: <ol style="list-style-type: none"> <li>a) For injury to persons – ₹5 lakh per person per accident</li> <li>b) For damage to property – ₹2 lakh per accident</li> </ol> </li> </ol> Subject to overall ceiling of ₹25 lakh				
Employment of Technical Staff and employees	CLAUSE 33 Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be affected from the contractor:				
Sr. No.	Designation	Minimum No. of personnel	Minimum Professional/Technical Qualification	Minimum years of Relevant Experience	Rate of recovery per head per day for non-compliance
1	Project Manager (Part time)	1	B.E.	5	NIL
			or Diploma in Engineering	10	
2	Site Supervisor (Full time when the work is in progress)	1	Trained personnel	10	₹1000/-
Release of Security Deposit	Clause 42		Not Applicable		

I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule F above.

**Place  
Date**

**Signature of bidder**

**SECTION X****Technical Details to be furnished by Bidder**

(To be furnished by the bidder)

The technical data sought must be provided without fail by the prospective vendors. The tender of the firm not furnishing the data is liable for rejection.

Responses like 'as per manufacturers standard', 'shall be furnished later", 'as per propriety design" etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete.

<b>Sr.No.</b>	<b>Operating conditions for Chiller</b>	
(a)	Condenser water flow LPM	
(b)	Condenser water in temperature °C	
(c)	Condenser water Out temperature °C	
(d)	Condenser Fouling Factor FPS	
(e)	Chiller water flow LPM	
(f)	Chiller water in temperature °C	
(g)	Chiller water Out temperature °C	
(h)	Chiller Fouling Factor FPS	

<b>Sr.No.</b>	<b>Operating conditions for Compressor</b>	<b>Screw / Centrifugal</b>
(a)	Manufacturers' Name	
(b)	Model	
(c)	Type of compressor: Screw / centrifugal	
(d)	No. of compressors per machine	
(e)	Capacity of chiller package at specified condition	
(f)	RPM of compressor	
(g)	RPM of drive	
(h)	Type of gear	
(i)	Refrigerant used	
(j)	Quantity of refrigerant used	
(k)	Power consumption (in KW per TR of refrigeration) at operating conditions	
	Full load 100 % ( <b>Maximum 0.66</b> )	
	IKW at 100% load	
	IKW at 75% FL	

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	IKW at 50% FL	
	IKW at 25% FL	
	IPLV (Maximum 0.34)	
(l)	Type of capacity control	
(m)	Range of capacity variation	

	<b>Motor (Compressor)</b>	
(a)	Make of motor	
(b)	Type of motor	
(c)	Motor KW Rated	
(d)	Class of insulation	
(e)	RPM	
(f)	Type of starter	
(g)	Electrical characteristics (Voltage/frequency with permissible tolerance in +/- %age)	
(h)	Make of VFD starter	
(i)	Full load current (A)	
(j)	Starting current (A)	
(k)	No. of thermistor	
(l)	Overload/ under load/ voltage/ single phase protections provided (Yes or No)	

	<b>Condenser</b>	
(a)	Manufacturers' name	
(b)	Model	
(c)	Number of condensers in each package	
(d)	Fouling Factor FPS	
(e)	Material of tube	
(f)	Water flow rate (LPM)	
(g)	No. of circuits	
(h)	Water In temperature °C	
(i)	Water Out temperature °C	
(j)	Refrigerant condenser °C	
(k)	Whether any sub-cooling circuit is included (Say Yes or No)	
(l)	Heat rejection capacity Kcal/hour	
(m)	Pressure drop (M)	

	<b>Chiller</b>	
(a)	Manufacturer's Name	
(b)	Model	
(c)	Type of chiller	
(d)	Number of chillers in each package	
(e)	Tube material and thickness	
(f)	No. of circuits	
(g)	Water flow (LPM)	
(h)	Water temperature IN °C	
(i)	Water temperature OUT °C	
(j)	Pressure drop of water (M)	
(k)	Chilling capacity in Kcal/Hours	
(l)	Whether any super heat provided	
(m)	Fouling Factor (FPS)	

	<b>Overall size of water chilling machine</b>	
(a)	Overall dimension (mm)	
(b)	Type of vibration isolator	
(c)	Operating weight (Kg)	

	<b>Microprocessor for chilling machine</b>	
(a)	Is microprocessor included?	
(b)	Give salient features of the microprocessor	Enclose separate sheet

	<b>Electrical accessories</b>	
	Please indicate the makes of the following	
(a)	Panel (manufacturer's name)	
(b)	Remote control console (manufacturer's name)	
(c)	ACB/MCCB/FSU	
(d)	HRC fuses	
(e)	Rotary switch	
(f)	VFD make and model	
(g)	Soft starter	
(h)	Indicating lights	
(i)	Push Buttons	
(j)	Control cables	
(k)	Power cables	

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(l)	Ammeter	
(m)	Voltmeter	
(n)	Single phase preventer	
(o)	Current transformer	
(p)	Star Delta/ ATS panel	

**Note: -**

1. End of support from the OEMs for equipment should not be before June 2042. In support of the above, the bidders have to submit a certificate from the OEMs of the offered makes and models as per the enclosed proforma, along with the tender Part-I. In case the bidder fails to submit such certificate, then that offered make and model of the equipment shall not be accepted.
2. The technical details, technical compliance as well as all other documents are required to be submitted along with the tender Part-I from **offered makes** for all the items.
3. In case, one of the offered options for any of the equipment is found non-compliant with the tender specifications, the other offered option complying with specification shall only be considered for tender processing. In case, the offered options are found non-compliant with the tender specifications, Bank reserves the right to give an opportunity to the bidder to offer one options for such item without revision in quoted rates.

**Declaration**

1. We hereby confirm that the offered equipment hardware and software are as per the tender specifications and deliver the objective and requirement of the AC plant system stated in the tender.
2. We also confirm that all the cables, I/O outlets etc. are as per tender specifications and other accessories etc. are as per industry standards.

## **SECTION XI**

### **TESTING OF AIR CONDITIONING SYSTEM**

#### **10.1 Testing of air conditioning System:**

Testing of air conditioning System:

1. Routine and type tests for various items of equipment shall be performed at the contractor works and test certificates furnished. Function tests shall be conducted at site
2. The performance test to determine whether or not the full intent of specifications is met shall be conducted by the contractor. After notification to the Banks that the installation has been completed and the plant has run continuously for a period of at least two weeks, the contractor shall conduct under the direction of the consultants/Engineers and in the presence of Banks' representatives, such test as specified to establish the capacity of various equipment supplied and installed by the contractor.
3. The contractor shall operate, test and adjust the air conditioning system equipment, fans, motors, all air conditioning appliances etc.
4. All test equipment, labour operating personnel, oil and refrigeration required for these tests shall be arranged by the contractor at their cost to enable the plant to be put in a continuous running test for a period of 72 hours after all other tests and adjustments have been made. The contractor will be provided with electrical power and water for testing by the Bank. The performance test shall be conducted during peak summer and peak monsoon and in winter seasons.

#### **10.2 FACTORY INSPECTION**

##### **10.2.1 Design Conditions:**

- (i) Salient features such as model, capacity control, type of lubrication etc. shall be verified against the requirements visually without opening the compressors.
- (ii) Manufacturer's internal test certificates shall be scrutinized to check compliance with the requirements as specified in the contract.
- (iii) Free running test shall be carried out at the speed for which the motor is available with manufacturer, but the speed shall not be less than that specified in contract. This test shall be carried out for 30 minutes in open space. During this running test following operations are to be noted :
  - (iv) Manual operation of capacity control
  - (v) Lubrication oil pressure
  - (vi) (a) Pneumatic test pressure test at 21 Kgf/sq.cm for casing of compressor.
  - (b) Vacuum test for the compressor for 0.5mm of Hg.

##### **10.2.2 Compressor**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

- (i) Salient features such as model, No. of cylinders, capacity control, provision of crank case heaters, type of lubrication etc. shall be verified against the requirements visually without opening the compressors.
- (ii) Manufacturer's internal test certificates shall be scrutinized to check compliance with the requirements as specified in the order.
- (iii) Rate of leak test shall be checked by developing 7kg/sq.cm (gauge) pressure on HP side and 1 kg/ sq.cm on LP side using dry Nitrogen air or carbon dioxide. The leakage through the valves, shaft seal, cylinder head gasket etc. should not be more than 0.3 kg/sq.cm per cylinder in 4 minutes time. Alternatively, this may be demonstrated through vacuum.
- (iv) Pneumatic pressure test shall be carried out at 22 kg/ sq.cm and by submerging the compressor in water for 1 hour & there shall be no leakage.
- (v) Free running test shall be carried out at the rated speed specified in contract. This test shall be carried out for 30 minutes in open space. During this running test following operations are to be noted:
  - (a) Manual loading / unloading of capacity control
  - (b) Lubrication oil pressure
  - (c) Safety valve operation
- (vi) Vacuum test for the compressor for 0.5mm Hg.

### 10.2.3 Condenser

- (i) Salient features like number of tubes, inside diameter of tubes (from which the gauge of the tube can be verified), no. of passes, material of fins, length of condenser, provision of fittings like safety valve, water, gas connection shall be verified during stage inspection. The tube thickness shall be checked.
- (ii) Manufacturer's internal test certificates shall be furnished, and it shall be verified against contract requirements.
- (iii) Pneumatic pressure test at twice the normal condensing pressure for gas side of condenser shall be carried out.
- (iv) Hydraulic test at 10 Kgf/ sq.cm. for water side of the condenser shall be carried out.

### 10.3 Testing of Chillers:

The complete unit shall be factory tested at 25%, 50%, 75% and 100% capacity at constant condenser water temperature and witnessed by Representatives of the Bank or as given in bid document for performance at the rated conditions by simulating the actual design conditions. All the units shall be tested. All controls and switchgear shall be tested for proper functioning and set of design values. The capacity in TR / kcal/hr shall be calculated from measurements of temperature difference and flow rate of water, in condenser and chiller. The power consumption shall be checked from current measurement of the motor. All calculated and checked results shall match the specified data within tolerances as stipulated by AHRI.

All instruments and personnel for tests shall be provided by the contractor. Contractor shall inform the client about the chiller testing schedule min. 10 to 15 days before the chiller is ready for factory testing.

#### 10.4 FINAL INSPECTION

- (i) After completion of the entire installation as per specification in all respects, the AC contractor shall demonstrate trouble free running of the AC equipment and installation for a period of minimum 120 hours of running.
- (ii) After the trial run, the AC contractor shall offer the plant for the seasonal test, namely test for summer, winter and monsoon season.
- (iii) The Input KW of the unit / TR at full load and IPLV shall also be checked against contract requirements, if any.
- (iv) Pressure drops across chiller and condenser at specified flow rates shall be checked against the contract requirements.
- (v) All instruments for testing shall be provided by the AC contractor. All instruments must have valid calibration from Govt approved laboratory.
- (vi) The accuracy of the instruments shall be as follows:
  - (a) Temperature: Liquid in glass thermometer having accuracy  $\pm 1$  deg. C as per IS: 4825.
  - (b) Wet bulb Temperature: Sling psychrometer conforming to IS:6017.

Scale Error:

For less than 0 deg. C : 0.3 deg C  $\pm$  0.2 deg. C.  
 For over 0 deg. C : 0.2 deg. C  $\pm$  0.1 deg. C.
- (c) Pressure Gauge: With the accuracy of  $\pm 1\%$  for maximum scale value from 10 to 90%, and  $\pm 1.9\%$  for maximum scale value for rest of the scale conforming to IS: 3695.
- (d) Water flow meter: Water flow shall be measured using the arrangement installed as per schedule of work. In case the tendering firms do not have testing instruments of the accuracy mentioned above, they should specify the accuracy of the instrument available with them for testing at the tender stage.

#### 10.5 Testing, Adjusting and Balancing (TAB)

(a) TAB of Air Conditioning (AC) equipment (Chillers, Pumps, Cooling Towers, etc.), Sound levels, Vibrations etc. of AC installation shall be carried out as per "Test & Balance Procedure" by Associated Air Balance Council, USA, or National Environment Balancing Bureau USA, or SMACNA or ASHRAE or ISHRE or BIS codes guidelines and provisions of this Specifications.

(b) TAB is the process of checking and adjusting all AC systems in a building to produce the design objectives. This process includes:

- (i) balancing water Hydronic balancing,
- (ii) adjusting the total system and Equipment
- (iii) Measuring electrical performance of AC equipment,
- (iv) establishing quantitative performance of all equipment,
- (v) verifying automatic control system operation and sequences of operation, and
- (vi) sound and vibration measurement.

(c) Report forms. : Test data sheets arranged in logical order for submission and review. They should also form the permanent record to be used as the basis for any future TAB work.

(d) All TAB shall be carried out in the presence of Bank Engineer. The instrument shall be capable of storing data and then downloading into a Computer. The AC contractor shall provide a minimum but not limited to the following instruments:

- (i) Microprocessor based calculation meter to measure DB and WB temperature, RH and Dew point
- (ii) Pitot tube
- (iii) Electronic rotary vane Anemometer
- (iv) Accubalance flow measuring hood
- (v) Manometer
- (vi) Techo meter
- (vii) Anemometer
- (viii) Sound level meter
- (ix) Vibration analyzer
- (x) Hygrometers
- (xi) Air differential pressure gauges
- (xii) Hydronic Differential pressure gauges
- (xiii) Bourdon tube gauges
- (xiv) Psychometers
- (xv) Flow meters

The contractor shall be responsible to provide necessary sockets and connections for fixing of the testing instruments, probes etc.

NOTE:

1. All calibrated instruments for testing shall be provided by the air conditioning contractor.
2. Thermometers used for measurement of temperature of water/ refrigerant shall have graduation of 0.1 deg C and shall be got calibrated from N.P.L. or any recognized test house beforehand.
3. Thermometers used in the psychomotor shall have graduations of 0.2 deg C and shall be calibrated as at (2) above.
4. Pressure gauges shall also be got calibrated beforehand from a recognized test house.
5. Orifice type of flow meters shall be used for measuring flow rate through the condensers and chillers.

If due to any reason, internal load mentioned in the tender specifications is not available psychometric computations for actual load conditions will be done and the plant, if found satisfactory will be accepted

6. For TAB & commissioning the third-party specialized agency having sufficient experience and competency for above work shall be associated by the agency and the credential for the

same shall be submitted to Bank for approval. The specialized agency shall be engaged only after approval of credential by Engineer-in-Charge.

7. The all equipment, materials, labour, Technicians and skilled manpower, T&P, testing point, testing arrangements and other requirement for TAB is to be arrange by the contractor and it is included in the scope of work of the contractor.

### **10.13 Final documentation**

- (a) The contractor shall leave the system operating in complete balance with water and air quantities as shown on drawings. Set stops on all balancing valves in proper position. Secure all automatic valve linkages in proper positions to provide correct operating ranges. Notify the Bank of any areas marginal or unacceptable system performance.
- (b) The above tests and procedures are mentioned herein, for general guidance and information only, but not by way of lamination to the provisions of conditions of contract and design/ performance criteria.
- (c) Upon commissioning and final handover of the installation, the AC contractor shall submit (within 4 weeks) to the Bank 3 (six) portfolios of the following indexed and bound together in hard cover ring binder (300 x 450 mm) in addition to the completion drawings:
- (i) Comprehensive operation and maintenance manual
  - (ii) Test certificates, consolidated control diagram and technical literature on all controls.
  - (iii) Equipment warranties from manufacturers.
  - (iv) Commissioning and testing reports (3 copies each) (in soft and hard copies)
  - (v) Rating charts for all equipment
  - (vi) Logbooks as per equipment manufacturers standard format

### **10.14 Acceptance Test:**

- a) The Acceptance Test shall be carried out jointly by the representatives of the RBI and the Bidder, after the AC plant system is configured and operationalized at the Site.
- b) A comprehensive “Acceptance Test Plan” document, containing various aspects of the ‘Acceptance Test’ to demonstrate all the features of the AC plant System as envisaged in this tender document and claimed by the bidder shall be held accordingly. The Acceptance Test shall be deemed to be complete only on the issuance of the ‘Acceptance Certificate’ by the Bank to the bidder.
- c) Without limiting the scope of the Acceptance Test, the Acceptance Test shall **cover the following tests**, to be carried out in this connection. On evaluation of the Acceptance Test results and if required in view of the performance of the AC plant system, as observed during the Acceptance Test, the Vendor shall provide necessary solution at his own cost thereof, to ensure the performance of the AC plant system is meeting the requirement, as envisaged in this document:

10.14.1	Outside conditions						
(a)	Season						
(b)	Dry bulb temperature 0C						
(c)	Wet bulb temperature 0C						
10.14.2	Inside conditions (For each area served by each AHU)	1	2	3	4	5	6
(a)	Dry bulb temperature 0C						
(b)	Wet bulb temperature 0C						
(c)	Relative humidity (%)						
10.14.3	Compressor (each compressor at 100%)						
(a)	Suction pressure Kg/Cm						
(b)	Discharge pressure Kg/Sq.Cm.						
(c)	Oil pressure Kg/Cm (PSI)						
10.14.4	Compressor Motor (each motor to be recorded at 100% load)						
(a)	Motor current (A)						
(b)	Voltage (V)						
(c)	Power (Kw)						
(d)	Power Factor						
10.14.5	Condenser (To be recorded at 100% load but with constant flow for each condenser for clean tube and after 3 months)						
(a)	Water flow rate (LPM)						
(b)	Entering water temperature 0C						
(c)	Leaving water temperature 0C						
(d)	Pressure drop through condenser (Kg/Sq.Cm.) (PSI)						
(e)	Tube condition						
10.14.6	Evaporator (To be recorded at 100% load but with constant flow for each condenser for clean tube and after 3 months)						
(a)	Water flow rate (LPM)						
(b)	Entering water temperature 0C						

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(c)	Leaving water temperature 0C	
(d)	Pressure drop through condenser (Kg/Sq.Cm.) (PSI)	
(e)	Tube condition	

### Proforma for test results & notes on test instruments and capacity computations

#### FACTORY ACCEPTANCE TEST

Location :

Make : \_\_\_\_\_

Test Condition :

Model No : \_\_\_\_\_

Test Date : \_\_\_\_\_

Serial No. : \_\_\_\_\_

Test Time : \_\_\_\_\_

Refrigerant : \_\_\_\_\_ Kgs/lbs

Ambient Temp : C

Sl. No.	Item	Test Results	
1.	Ambient conditions	i) D.B.Temp ii)W.B.Temp iii) %RH	- deg C - deg C - %
2.	Compressors (each compressor at 100%, 75%, 50%, 25%)	i.R.P.M ii.Suction pressure iii.Suction temperature iv.Discharge pressure v.Condensing temperature vi.Oil pressure	- Rpm - Kg/sq.cm - °C - kg/sq.cm - °C - kg/sq.cm (psi)
3.	Compressor Motors	i.R.P.M. ii.Rated Capacity iii.Rated Voltage iv.Rated Current v.Starting current vi. Voltage, currents and starting currents: (i)at 100% load (ii) at partial load (a) 75% (b) 50%	- Rpm - HP - Volts - amps - amps  - V, A, A - V, A, A - V, A, A

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		(c)25% iii) Power factor	- V, A, A - (lag)
4.	Water Chillers (to be recorded at 100%, 75%, 50%, 25% load, but with constant flow for each condenser for clean tube and after 3 months)	i.Refrigerant evaporating pressure ii.Refrigerant evaporating temperature iii.Water flow rate iv.Water temperature Entering Leaving v.Water pressure Entering Leaving vi.Tube condition	- Kg/sq.cm - deg C - LPM - deg C - deg C -Kg/sq.cm -Kg/sq.cm
5.	Condensers (to be recorded at 100%, 75%, 50%, 25% load, but with constant flow for each condenser for clean tube and after 3 months)	i.Refrigerant condensing pressure ii.Refrigerant condensing temperature iii.Water flow rate iv.Water temperature Entering Leaving v.Water pressure Entering Leaving vi.Tube condition	- Kg/sq.cm - deg C - LPM - deg C - deg C -Kg/sq.cm -Kg/sq.cm
11.	Controls	Function of each control shall be tested and report furnished	

**Performance Results:****Chiller-1:**

The temperatures of inlet and outlet water and water flow shall be measured as for the condenser.

The capacity of chiller in BTU/Hr = Water flow through chiller  
 (Lb/hr) X dT (deg.F)  
 % Capacity % KW/Ton

Actual Capacity / Design Capacity X 100% = Actual Kw/Ton / Design Kw/Ton X 100% =

Q evap + W input - Q cond

Heat Balance =  $\frac{\text{Q evap} + \text{W input} - \text{Q cond}}{\text{Q cond}}$  X 100% =

The capacity of the plant in TR = {Water flow through chiller (in gpm) x dT(F)} / 24

Where dT(F) = Temperature of entering water - Temperature of leaving water

**2. Condensers:**

Heat rejection by the condenser in tons = (water flow through the condenser x temperature difference) / 24

The capacity of the plant = Heat rejection by condenser in tons - {(compressor motor KW x 3400) / 12000}

**3. Compressor**

Bhp/ton of the compressor = Power input in KW / (0.746 x compressor capacity in tons)

**FACTORY ACCEPTANCE TEST**

**Location :**

Make : \_\_\_\_\_ Test Condition : **100%**  
 Model No : \_\_\_\_\_ Test Date : \_\_\_\_\_  
 Serial No. : \_\_\_\_\_ Test Time : \_\_\_\_\_  
 Refrigerant : \_\_\_\_\_ Kgs/lbs Ambient Temp : C

	Item	Unit	Design	Actual 1	Actual 2	Actual 3	Average
--	------	------	--------	----------	----------	----------	---------

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Chiller	Capacity	Ton					
	Chilled Water in	C					
	Chilled Water out	C					
	Chilled Water Flow	m3/h GPM					
	Evap. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Condenser	Condenser Water in	C					
	Condenser Water Out	C					
	Condenser Water Flow	m3/h GPM					
	Cond. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Motor/ Compressor	Current A	A					
	Power Factor						
	Voltage	V					
	Frequency	Hz					
	Power KW						
	Total KW/Ton						
	Motor Speed	RPM					
	C.O.P.						

**Performance Results:**

% Capacity

% KW/Ton

Actual Capacity

Actual Kw/Ton

\_\_\_\_\_ X 100% =

\_\_\_\_\_ X 100% =

Design Capacity

Design Kw/Ton

$$\text{Heat Balance} = \frac{Q_{\text{evap}} + W_{\text{input}} - Q_{\text{cond}}}{Q_{\text{cond}}} \times 100\% =$$

**FACTORY ACCEPTANCE TEST**

**Location:**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Make : \_\_\_\_\_ Test Condition : **75%**  
 Model No : \_\_\_\_\_ Test Date : \_\_\_\_\_  
 Serial No. : \_\_\_\_\_ Test Time : \_\_\_\_\_  
 Refrigerant : \_\_\_\_\_ Kgs/lbs Ambient Temp : C

	Item	Unit	Design	Actual 1	Actual 2	Actual 3	Average
Chiller	Capacity	Ton					
	Chilled Water in	C					
	Chilled Water out	C					
	Chilled Water Flow	m3/h GPM					
	Evap. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Condenser	Condenser Water in	C					
	Condenser Water Out	C					
	Condenser Water Flow	m3/h GPM					
	Cond. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
	Motor/ Compressor	Current A	A				
Power Factor							
Voltage		V					
Frequency		Hz					
Power KW							
Total KW/Ton							
Motor Speed		RPM					
C.O.P.							

**Performance Results:**

% Capacity

% KW/Ton

Actual Capacity  
 \_\_\_\_\_ X 100% =

Actual Kw/Ton  
 \_\_\_\_\_ X 100% =

Design Capacity

Design Kw/Ton

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

$$\text{Heat Balance} = \frac{Q_{\text{evap}} + W_{\text{input}} - Q_{\text{cond}}}{Q_{\text{cond}}} \times 100\% =$$

**FACTORY ACCEPTANCE TEST****Location :**

Make : \_\_\_\_\_ Test Condition : **50%**  
 Model No : \_\_\_\_\_ Test Date : \_\_\_\_\_  
 Serial No. : \_\_\_\_\_ Test Time : \_\_\_\_\_  
 Refrigerant : \_\_\_\_\_ Kgs/lbs Ambient Temp : C

	Item	Unit	Design	Actual 1	Actual 2	Actual 3	Average
Chiller	Capacity	Ton					
	Chilled Water in	C					
	Chilled Water out	C					
	Chilled Water Flow	m3/h GPM					
	Evap. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Condenser	Condenser Water in	C					
	Condenser Water Out	C					
	Condenser Water Flow	m3/h GPM					
	Cond. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Motor/	Current A	A					

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Compressor	Power Factor						
	Voltage	V					
	Frequency	Hz					
	Power KW						
	Total KW/Ton						
	Motor Speed	RPM					
	C.O.P.						

**Performance Results:**

% Capacity

% KW/Ton

Actual Capacity

Actual Kw/Ton

Design Capacity

X 100% =

=

X 100% =

Design Kw/Ton

Heat Balance =  $\frac{Q_{\text{evap}} + W_{\text{input}} - Q_{\text{cond}}}{Q_{\text{cond}}}$

X 100% =

$Q_{\text{cond}}$

**FACTORY ACCEPTANCE TEST**

**Location:**

Make : \_\_\_\_\_

Test Condition : **25%**

Model No : \_\_\_\_\_

Test Date : \_\_\_\_\_

Serial No. : \_\_\_\_\_

Test Time : \_\_\_\_\_

Refrigerant : \_\_\_\_\_  
Kgs/lbs

Ambient Temp : C

	Item	Unit	Design	Actual 1	Actual 2	Actual 3	Average
Chiller	Capacity	Ton					
	Chilled Water in	C					
	Chilled Water out	C					

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

	Chilled Water Flow	m3/h GPM					
	Evap. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Condenser	Condenser Water in	C					
	Condenser Water Out	C					
	Condenser Water Flow	m3/h GPM					
	Cond. Pressure Drop	KPa					
	Range	C					
	Liquid Type	-					
	Pass Arrangement	-					
Motor/ Compressor	Current A	A					
	Power Factor						
	Voltage	V					
	Frequency	Hz					
	Power KW						
	Total KW/Ton						
	Motor Speed	RPM					
	C.O.P.						

**Performance Results:**

$$\frac{\text{Actual Capacity}}{\text{Design Capacity}} \times 100\% = \frac{\text{Actual Kw/Ton}}{\text{Design Kw/Ton}} \times 100\% =$$

$$\text{Heat Balance} = \frac{Q \text{ evap} + W \text{ input} - Q \text{ cond}}{Q \text{ cond}} \times 100\% =$$

**Test Certificate and Maintenance Guarantee**

I/We certify that the installation detailed below has been installed by me/us and tested and that to the best of my/our knowledge and belief, it complies with Indian Electricity rules as amended from time to time.

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Electrical installation at

Voltage and system of supply

	Particulars of work	Nos./Meters	Capacity	Test results *
1				
2				
3				
4				
5				

\* Add extra sheets if required.

	Description	Values
	Earthing	
1	Type of material & size of electrode	
2	Number of electrodes	
3	Size of material of earth wire	
	Test results	
1	Insulation resistance for the whole installation	
	(i) Between conductors	
	(ii) Between each conductor and earth	
2	Resistance of earthing electrode or earthing system	
3	Maximum earthing resistance of installation	
4	Insulation resistance at underground cables	
5	Polarity test	

I/We guarantee the installation for a period of twelve months against defective materials and workmanship, the guarantee commencing from the date the installation is taken over by the owner and during the period of guarantee I/we shall rectify or replace defects in material or workmanship free of cost to the owner.

I/We submit herewith six sets of drawings showing the installation and layout as actually executed.

\_\_\_\_\_

(Signature of Supervisor)  
Name

Address

\_\_\_\_\_

\_\_\_\_\_

(Signature of Contractor)  
Name

Address

\_\_\_\_\_

**Section-XII**  
**Check List – Commercial Conditions**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Whether acceptable to the bidder or not (please indicate YES or NO)</b>
1.	Validity	90 days from the date of opening of tender Part-I	
2.	EMD	As per tender	
3.	Insurance	As per tender Section V	
4.	Retention Money	As per tender clause in Schedule F	
5.	Bank Guarantee	As per tender Section V	
6.	Terms of payment for equipment	As per clause "Terms of payment" in Section VI	
7.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period., including GST	
8	Technical Specifications	As per Section VIII (data to be filled completely)	
9.	Defect Liability period	24 months from date of handing over of the entire system.	
10	After-sales service	During the DLP of 24 months from handing over the system to Bank and 13 years thereafter under CAMC as per scope mentioned in this tender.	
11.	Committed period of system maintenance	At least 13 years after handing over of the entire system.	

12.	Terms, Conditions and payment during CAMC	Confirm that the terms, conditions and payment of the CAMC and conditions for renewal of CAMC are acceptable.	
13.	Time allowed for rectification	As per tender clause in Sections V and VI	
14.	Penalty for delay in providing service	As per tender clause in Section VI	
15.	Completion period	As per memorandum	
16.	Liquidated damages	Liquidated damages @0.25% of the Contract Amount per week of delay subject to maximum of 10% of the Contract Amount for the delayed period.	
17.	Statutory Approval/ Non-Objection Certificate From Local statutory Authorities	Shall Include for Any approval required from local statutory Authorities.	
18.	GA Drawing	Shall include GA drawing along with overall dimensions and SLDs with detailed calculation of equipment design parameter suitable for site requirement	
19.	Factory & field Tests	As per tender clause in Section V	

Part-II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part-II, will not valid or considered.

Place:

Date:

Bidder

Seal and Signature of

**SECTION XIII**

**ANNEXES**

**TO**

**VARIOUS SECTIONS AND SCHEDULES**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Annex 1 : Shortlisting / Eligibility Criteria Formats****Format 1 Basic Information (To be read with Criteria 1 of Section IV(a))**

a)	Name of the Company/firm	
b)	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc.	
c)	Name and address of the Proprietor/Partners/ Directors of the Company	
d)	Registered Address of the Company/firm	
e)	Address for correspondence	
f)	Contact Person	
g)	Designation	
h)	Mobile no.	
i)	FAX/Tele-fax	
j)	e-mail id	
k)	GST Registration details and no.	
l)	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work	
m)	Was the bidder ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
n)	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the work and reasons for abandonment.	

o)	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
p)	Has the bidder or any constituent partner in case of partnership firm, ever been convicted?	
q)	Whether the bidder is involved in frequent civil suit /litigations in the Contracts being executed now. If yes, please furnish the details.	

Sl no	Name of the work and Bank	Nature of work	Work order No and Date	Present stage of work	Value of Contract	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Format 2 PREVIOUS WORK EXPERIENCE (To be read with Criteria 2 of Section IV(a))**  
**List of important Similar Works executed by the Bidder/ Firm**

SI no	Name of similar work and location	Nature of work / items of work involved in the Contract	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Attach supporting documents

Date:

Authorized Signatory (With Name/Designation and Seal)

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Format 3 Works qualifying Eligibility (To be read with Criteria 3 of Section IV(a))**

**Details of Similar Work/s (qualifying) completed during five years during the period June 01, 2021 to May 31, 2026**

Sl no	Name of Similar Work and location	Nature of work (brief description) of work involved in the Contract.	Name of the client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of Bidder's client who can be contacted by the Bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or Contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

--	--	--	--	--	--	--	--	--	--	--	--	--	--

**(The work/s costing equal or above the minimum value specified in eligibility criteria)**

Date:

Authorized Signatory (With Name/Designation and Seal)

**Format 3A: CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (On Client's Letter Head) (To be read with Criteria 3 of Section IV(a))**

Name and address of the Client:

Details of Works executed by Shri /M/s:

<b>S. No.</b>	<b>Name of Work</b>	
1	Brief particulars of the work	
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 Security Supervisor/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.	

**Format 3A: CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR**

	a) Technical proficiency	Outstanding/ Very Good/ Good/ Satisfactory /Poor
	b) Financial soundness	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	c) Mobilization of adequate T&P	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	d) Mobilization of manpower	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	e) General behaviour	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
	f) After sales Service	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

Date:  
Seal)

Authorized Signatory (With Name/Designation and

**Format 4 FINANCIAL STATUS (To be read with Criteria 4 of Section IV(a))**

Sr.no.	Details	Financial Year		
		April 1, 2022 to March 31, 2023 ₹ in lakh	April 1, 2023, to March 31, 2024 ₹ in lakh	April 1, 2024, to March 31, 2025 ₹ in lakh
1	Annual financial turnover certified by Chartered Accountant.			
2	Income Tax returns for the year			

**Note:**

Statement shall be supported by copies of audited financial statements/ accounts of the business of the Bidder duly certified by a Chartered Accountant and the Income Tax Returns for the years viz. 2022-23, 2023-24, 2024-25.

Date: \_\_\_\_\_ Authorized Signatory (With Name/Designation and Seal)

**Format 5: FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**  
**(On Bankers' Letter Head) (To be read with Criteria 5 of Section IV(a))**

To,

Regional Director  
Reserve Bank of India  
Estate Department  
6, Sansad Marg  
New Delhi - 110001

Date:

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees .....).

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

For the bank with Name, Designation and Seal

Note:

1. Bankers' certificates should be on letter head of the bank, addressed to Regional Director, Reserve Bank of India, Estate Department, 6, Sansad Marg, New Delhi - 110001.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank

**Format 5A: Details of Bidder's Banker (To be read with Criteria 5 of Section IV(a))**

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.	
3	Type of Account and Account No.	
4	The period from which the service provider has been banking with the Banker	
5	Any other information which the service provider may like to furnish about its Bankers	
6	IFSC code of the Branch	

Date: \_\_\_\_\_ Authorized Signatory (With Name/Designation and Seal)

**Annex II : FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED  
SIGNATORY**

(On Non-Judicial Stamp Paper of ₹100/-)

To,  
The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. ....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature of Mr./ Ms ..... is attested below:

Signature/(s) of the Bidder  
Name/(s)  
Stamp/Seal of the Bidder

**Note:**

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

**Annex III**  
**UNDERTAKING**

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

To,  
The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir,

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

We, \_\_\_\_\_, the bidder for the above work confirm that we have visited the site and understood the proper details of the existing Chillers working presently and also the scope of work for the proposed new Chillers.

Yours faithfully,

(            )

Authorised signatory

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

Date:

**Annex IV**

**Proforma of undertaking for maintenance confirmation by the bidder**

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi

Dear Sir,

**Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi**

We hereby undertake to maintain the three (3) Nos. of Chillers to be installed by us in your above premises satisfactorily, for a period of not less than 13 years after expiry of the defect liability/warranty period of 2 years at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

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

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

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

Date:

**Annex V**  
**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID  
 SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Regional Director  
 Reserve Bank of India  
 Estate Department  
 New Delhi

Dear Sir,

**Name of Work** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

e-tender No.-

Date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto \_\_\_\_\_ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorised Official (with seal)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1	Witness 2
Signature .....	Signature .....
Name .....	Name .....
Address	Address

(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).

### **Annex VI Draft Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, New Delhi Regional Office, 6, Sansad Marg, New Delhi-110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai- 400001 (hereinafter called “the Bank”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Bank is desirous of carrying out the work of Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi and has caused specifications and schedule of quantities describing the works to be done.

This agreement shall remain valid for the entire contract period and 13 years of CAMC.

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 Bank shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. 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.
4. 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.
5. The agreement and documents mentioned herein shall form the basis of this Contract.

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank’s Main Office Building at New Delhi

6. 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 three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi 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.

7. 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.

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

9. 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 6 months subject nevertheless to the provisions for extension of time.

10. All payments by the Bank under this Contract shall be made only at New Delhi.

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

12. 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.

13. 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 Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

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

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

14. The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.

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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.

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

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

d. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

The project comprises of 3 nos. of water-cooled Chillers of capacity 400 TR each which will be completed and handed over to the Bank. To avoid complications, the date of warranty commencement will be the date of handing over of the third Chiller. During the intermittent period of date handing over of Chiller and date of handing over third Chiller, Chiller to be maintained without any extra cost.

The entire equipment shall be guaranteed to be free from defective workmanship or materials for 24 months from the date of handover of the last Chiller (Defect Liability Period – DLP) and any defects that may appear within months from the date of issue of completion certificate for the work/ hand over of the Chiller, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of months (DLP), the contractor shall make periodical inspection of the working of the Chillers free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required for the same.

The warranty period (DLP) shall be 24 months from the date of handing over of the third Chiller to the Bank.

Immediately after successful completion of DLP, the contractor shall enter into Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted / approved rates for CAMC.

### **Scope of works during CAMC**

(A) The scope of work shall include the following:

- (i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble-free working of the Chillers.
- (ii) Repairs/ replacement to the Chillers including re-loading software etc. in the event of any breakdown including supply /replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.
- (iii) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the bidder. **Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.**
- (iv) All manufacturers preventive maintenance schedules like descaling, checking of electrical / electronic parts including checking of all safety devices, compressor, evaporator, expansion valve and condensers etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.
- (v) The scope of maintenance in addition to periodic maintenance will also include attending to any number of breakdown calls.

(B) Penalty for delay in service during warranty and AMC period:

During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Chiller is to be kept minimum, and the Chiller shall be attended within 3 hours of receiving the complaint. **In case, the chiller remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said Chiller / 365) for the first 7 days after 8<sup>th</sup> day onwards 4 times the daily rate of service contract shall be recovered from the payment due to the contractor.** In case of prolonged delay in response Bank may also invoke PBG in addition to above mentioned penalty provisions.

They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Chiller.

The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the JE.

<b>The CAMC rate shall be revised after first year of CAMC (completion of 3<sup>rd</sup> year from date of completion) and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:</b>	
$A_C = A_P [15 + (50 \times (EPI_C / EPI_P) + 35 \times (CPI_C / CPI_P))] / 100$	
$A_C$	<b>The contract amount for the current year</b>
$A_P$	<b>The contract amount for the previous year</b>
$EPI_C$	<b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the current year</b>
$EPI_P$	<b>Wholesale Price Index for Lifting and Handling Equipment 6 months prior to the commencement date of contract for the previous year</b>
$CPI_C$	<b>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year</b>
$CPI_P$	<b>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year</b>

IN WITNESS WHEREOF the Bank 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 Bank 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 hereinabove written.

If the contractor is a company.

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)

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Address  
Witness

SIGNED AND DELIVERED by \_\_\_\_\_ 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 token thereof in the presence of

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

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted attorney. \_\_\_\_\_ If the Contractor is signing by hand of power of Attorney, whether a company or individual.

## Annex VII

### PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi -110001

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

(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)

**Annex VIII**  
**Proforma for Indemnifying the Bank Against Non-Compliance to Contract**  
**labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director  
Reserve Bank of India  
Estate Department  
New Delhi-110001

Dear Sir

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

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

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

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Annex IX**  
**Proforma for Indemnifying the Bank against Patent Rights**  
 (On Non-Judicial Stamp Paper of appropriate value)

To,  
 The Regional Director  
 Reserve Bank of India  
 Estate Department  
 New Delhi -110001

Dear Sir,

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi.

We, M/s \_\_\_\_\_ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Bank i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Bank in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Annex X**  
**CURRICULUM VITAE OF KEY STAFF PROPOSED FOR THE PROJECT**

(To be filled by the bidder and submitted along with Part-I)

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position (describe degree of responsibility also)		
Details of task assigned		
Man- Months budgeted for the task assigned		
Key Qualifications (Technical and General)		
Education		
Membership in professional bodies		
Experience and Training (Relevant in the context of task assigned)		
Employment Record		
Name of the Firm	Position Held	Years of Employment

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

**Annex XI**  
**Proforma of 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  
Regional Director  
Reserve Bank of India  
Estate Department  
6, Sansad Marg, New Delhi-110001

Sir,  
Name of Work: Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

I / We ..... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 7/10/2021-PPD dated February 23, 2023 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

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

3. I /We further certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision.

I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we .....(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

4. I/We..... have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I/We certify that we do not have any ToT arrangement requiring registration with the competent authority."

OR

"I/We..... have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we have valid registration to participate in this procurement."

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

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

Date:

Place:

**Annex - XII****Proforma of Letter of Authorization from the OEM to participate in this Bid**  
**(To be issued by the manufacturer of offered make of equipment on his letterhead)**

To  
Regional Director  
Reserve Bank of India  
Estate Department  
6, Sansad Marg, New Delhi-110001

Madam,

**Subject: Authorization Letter to M/s \_\_\_\_\_ for participation in the bid for Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi**

We \_\_\_\_\_, (name and address of the manufacturer) the manufacturer of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above-mentioned tender for the above equipment / software manufactured / developed by us.

S. No.	Name of Equipment	Model No.	Country of Origin	End of Sale (MMYY)	End of Support (Should not be before 31.12.2042) (MMYY)

In the unlikely event of M/s \_\_\_\_\_ (name and address of the bidder) not remaining our authorized dealer/ partner at any time during the next ----- years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_(Name of the  
manufacturer) Signature of authorized signatory:

Name :

Address :

Date :

Designation :

**Note:** This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer

**Annex – XIII**  
**Undertaking regarding declaration of debarment by public institution(s)**  
**(To be submitted by the bidder on their letter head)**

**Name of Work:** Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

1. I/We ..... (Name of the bidder) declares that
- a) I/we or any of our allied firm\* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on .....(last date of submission of bid).
  - b) I/ We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on .....(last date of submission of bid).
  - c) I/we or any of our allied firm\* is/ are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017 as on .....(last date of submission of bid).
  - d) we will inform the Bank in writing, in case, I/we or any of our allied firm\* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

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

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

\*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

**Annex-XIV**  
**Proforma for disposal of E-waste**

To,  
Regional Director  
Reserve Bank of India  
Estate Department  
6, Sansad Marg, New Delhi-110001

Dear Sir/ Madam

**Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi**

We hereby confirm that having understood about the Government Regulations about the disposal of e-waste, we shall dispose all the e-waste collected by us under buyback and subsequently during the maintenance, responsibly through registered producers, re-furbisher or recycler as per statutory guidelines, as amended from time to time. After disposal of e-waste, a certificate from the authorised e-waste disposal agency shall be submitted to the Bank.

Yours faithfully,

For \_\_\_\_\_  
(Authorised Dealer/ system Integrator)

**Authorised signatory**

**Sign & Seal of The Contractor:**

**Date:**

**Place**

### Annex XV

#### UNDERTAKING OF COMPREHENSIVE ANNUAL MAINTENANCE

The comprehensive annual maintenance contract (CAMC) schedule during Thirteen (13) years subsequent to the DLP shall be as under:

The service provided during the DLP and CAMC period shall be fully comprehensive and shall include, hardware and software, labour, consumables material etc. and emergency calls providing and site response within 24 hours.

The maintenance shall also include a minimum monthly preventive maintenance visit by qualified personnel of contractor and minimum quarterly visit for system health check-up. If contractor is system integrator, he shall carry out back-to-back AMC with OEM for a minimum of 13 years after DLP of 24 months. The tentative maintenance schedule shall include, but not limit to the following:

1. Chiller	Monthly Inspection and Service	<ol style="list-style-type: none"> <li>1.Perform all function for monthly checks</li> <li>2.Check refrigerant level, leak test with electronic Leak detector.</li> <li>3.Inspect level and condition of oil.</li> <li>4.Check the liquid line sight glasses for proper flow.</li> <li>5.Check all operating pressures and temperatures.</li> <li>6.Inspect and adjust, if required, all operating safety controls.</li> <li>7.Check capacity control, adjust if necessary.</li> <li>8.Lubricate vane/ linkage/ bearings.</li> <li>9.Visually inspect machine and associated components and listen for unusual sound or noise for evidence of unusual conditions.</li> <li>10.Check lock bolts and chiller spring mount.</li> <li>11.Review daily operating log maintained by Bank's operating personnel.</li> <li>12.If any of the above found abnormal, trace and rectify the issues as necessary. Providing written report to the Bank, outlining services carried out, adjustment made, rectification carried out and if the deficiency is of a major nature, arrange with the Bank for shut- down to rectify equipment.</li> </ol>
	Quarterly Inspection and service	<ol style="list-style-type: none"> <li>1.Inspect condenser tubes for fouling. If fouling exceeds original specifications, the contractor shall carry out cleaning of the tubes at his own expense.</li> <li>2.Cleaning should be as often as necessary (approximately every three months) to keep tubes clean. Exercise care when cleaning the tube, so that the same is not damaged. Under no circumstances this unit be cleaned with acid based cleaner.</li> </ol>

	Annual Inspection and service	<ol style="list-style-type: none"> <li>1. Check all flanges for tightness</li> <li>2. Change oil in oil sump</li> <li>3. Replace filter</li> <li>4. Check oil temperature control</li> <li>5. Check motor terminals</li> <li>6. Check connections in starter</li> </ol> <p>Please note that oil filter gasket replacement shall be included in the contract.</p> <ol style="list-style-type: none"> <li>7. Check motor earthing, megger motor and connection wiring on each leg</li> <li>8. Check motor temperature cut-out, tighten motor terminals.</li> <li>9. Check starter contacts, arc shield, transformers.</li> <li>10. Check dashpot oil, clean dashpot and replace oil when necessary</li> <li>11. Test and calibrate overload setting.</li> <li>12. Inspect, calibrate and adjust to original specifications for all gauges, safety and operating controls including low temperature and high-pressure cut-out, oil pressure switch, load limit relay and electrical interlocks.</li> </ol>
Consumable materials	As and when required	<ol style="list-style-type: none"> <li>1. All oils and greases required for lubrication of compressors, fan bearings, motors bearings, pivots and other moving parts.</li> <li>2. All refrigerant required for topping up. Refrigerant loss if due to manufacturing defect or due to negligence shall be made good by the contractor.</li> <li>3. All consumable filter elements/ rolls. All chemicals for the correct chemical treatment of the cooling tower and chilled water system.</li> <li>4. All carbon brushes required to replace worn brushes in electric motors.</li> <li>5. All electric contact points required to replace worn electric contact points in switchgears, motor starter gears, electronic control gears and electric relays.</li> <li>6. All electric fuses required to replace blown fuses. Just before the expiry of the warranty of the contract, the contractor shall carry out a complete system operability test on all the systems or sub-systems as called for in the contract.</li> </ol>

**Annex XVI**  
**Format of Computerized Measurement Book**

भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA  
\_\_\_\_\_ कार्यालय  
\_\_\_\_\_ OFFICE  
कम्प्यूटरीकृत मापन पुस्तक  
COMPUTERISED MEASUREMENT BOOK

(पेज 1 से \_\_)  
(Pages 1 to \_\_)

यह पुस्तक M/s \_\_\_\_\_ द्वारा जारी की गई है।

This Book is issued by M/s \_\_\_\_\_

प्रमाणित किया गया कि इस पुस्तक में \_\_ पृष्ठ हैं  
Certified that this book contains \_\_ Pages

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

Signature of AGM-Estate Department

II  
सूची  
INDEX

क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi


## III

**मापन परीक्षण का सारांश**  
**Abstract of Test Check Measurement**

क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO	राशि AMOUNT	अधिकारी के हस्ताक्षर INITIAL OF THE OFFICER

<b>Reserve Bank of India</b>
<b>Estate Department</b>
_____
<b>Measurement</b>
<b>Name of the work:</b>
<b>Name of contractor: M/s</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

S. No.	Description of item	Unit	Quantity
--------	---------------------	------	----------

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi


Page No. - \_\_

<b>Reserve Bank of India</b>
<b>Estate Department</b>
<b>----- Office</b>
<b>Cost Abstract</b>
<b>Name of the work -</b>
<b>Name of Contractor:</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

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

Page No. - \_\_

**Annex XVII****Declaration for Local Content**

(To be given on Company Letter Head for tender value below ₹10 crore and by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender valuing ₹10 crore or above)

Date: \_\_\_\_\_

**To Whomsoever It May Concern**

Subject: Declaration of Local Content

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_
2. We hereby declare that items offered has \_\_\_\_\_ % local content which qualifies us as \_\_\_\_\_ (Class I Local / Class II Local / Non-Local) supplier.
3. Details of location at which local value addition will be made / made (Complete address to be mentioned): \_\_\_\_\_

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all custom duties) as a proportion of the total value, in percent.

“False declaration will be in breach of Code of Integrity under Rule 175(1) (i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

Yours Faithfully,

(Signature with Official Seal)

## Annex XVIII Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder

[On the Letter head of the Bidder]

Date:

To,

Regional Director,  
Reserve Bank of India,  
Estate Department,  
6, Sansad Marg,  
New Delhi - 110001

Ref: Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos. of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

Sir,

1. I/We ..... (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction. /

1. I/We ..... (Name of the bidder) declare that the followings legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.) .....

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

*(Note: strike out one of the above two declarations which is not applicable)*

2. Further, we ..... also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects.

2. Further, we ..... also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:

..... (detail of the project and type of action etc.) .....

*(Note: strike out one of the above two declarations which is not applicable)*

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

Date:

Place:

**Part-II  
Un-Price Bid**

**(Please note that due to Paucity of space on MSTC website full description is not given for full detailed technical specifications, please refer to the description given in the tender Part-I)**

Sr.No	Description of item	Qty.	Unit
A	<b>Capital Cost- -----A</b>		
1	Supply, Installation, Testing & Commissioning (SITC) of Minimum 400 TR Capacity water-cooled screw or centrifugal type multiple (minimum 2 Nos.) Compressors chilling machine with VFD as per of actual capacity 400TR as per detailed specifications mentioned in the tender and as directed by the Bank's engineer. (Rates quoted should include all applicable taxes, loading, unloading, transportation and GST)	1	No.
2	Same as item no 1 but with Star Delta starters / ATS starters as per detailed technical specifications in the tender and as directed by the Bank's engineer. (Rates quoted should include all applicable taxes, loading, unloading, transportation and GST)	2	Nos.
3	Supply, Installation, Testing and Commissioning (SITC) of centralized Automatic Tube Cleaning System (ATCS) for all three chillers. The ATCS to be installed on a pedestal adjacent to the condenser nozzles and connected to the condenser inlet nozzle. The ATCS will be supplied with flanges, gaskets, and hardware for connection to the condenser nozzle as well as to further piping as per detailed technical specifications mentioned in the tender and as directed by the Bank's engineer. (Rates quoted should include all applicable taxes, loading, unloading, transportation and GST)	1	Job
4	Supply, Installation, Testing and Commissioning (SITC) of the SCADA based chiller system Manager for three chillers with all sensors, software, PC with 32" LED screen, associated cabling on cable trays, network cabling as per detailed technical specifications	1	Job

Design, Supply, Installation, Testing and Commissioning (DSITC) of three (3) Nos of 400 TR water-cooled Chillers for the Bank's Main Office Building at New Delhi

	mentioned in the tender and as directed by the Bank's engineer. (Rates quoted should include all applicable taxes, loading, unloading, transportation and GST)		
<b>B</b>	<b>Buy Back Value of all the three old Chillers-----B</b>		
5	Rebate for dismantling of existing 400 TR chiller units and associated accessories, including taking away from Bank's premises as in whereas basis. (Rates quoted should include all applicable taxes, loading, unloading, transportation and GST)	3	Nos.
<b>C</b>	<b>Comprehensive Annual Maintenance Contract of three Chillers-----C</b>		
6	All-inclusive Comprehensive Annual maintenance contract (CAMC) for three (3) Nos. of Chiller units including spares required during CAMC applicable after two years of warranty period (i.e., Defect Liability Period) as per terms and conditions specified in Part-I. Rates to be quoted are yearly for CAMC of three (3) Nos. of Chillers system, SCADA, starters and Automatic Tube Cleaning System (ATCS). (The rates quoted should be inclusive of GST and other applicable taxes)	1	Year

**Total Ownership Cost (TOE) = A+ (-B) + F \* C**

Where, A=Capital Cost of all the three new Chillers

B= Buy Back Value of all the three old Chillers

C= Comprehensive Annual Maintenance Contract of three Chillers

F=8.88 (Multiplying Factor) for NPV for 13 years AMC after 2 years DLP

**The work will be awarded to the bidder quoting the lowest Total Ownership Cost (TOC) (L1)**