



**रिज़र्व बैंक स्टाफ महाविद्यालय
RESERVE BANK STAFF COLLEGE**

संपदा कक्ष, चेन्नई Estate Cell, Chennai - 600 018

रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में 30 स्प्लिट एसी की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग

निविदा आमंत्रण सूचना

रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई, भारतीय रिज़र्व बैंक, चेन्नई के पैनल में शामिल पात्र संविदाकारों से **रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में "30 स्प्लिट एसी की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग"** के कार्य के लिए ई-निविदाएं आमंत्रित करता है।

निविदा के भाग-I और भाग-II के विनिर्देशों के पूर्ण विवरणों के साथ विधिवत भरे हुए ई-टेंडर **29 नवंबर, 2023 को दोपहर 02:00 बजे से पहले आरबीआई** पोर्टल के एमएसटीसी वेबसाइट में अपलोड किए जाने चाहिए। निविदाकर्ता सभी प्रकार से पूर्ण निविदा प्रस्ताव प्रस्तुत करेंगे। निविदाकर्ता बयाना जमा राशि के रूप में 39,420/- रुपये (उनतालीस हजार चार सौ बीस रुपये मात्र) का भुगतान करेंगे। तकनीकी बोली **29 नवंबर, 2023 को अपराह्न 03:00 बजे इलेक्ट्रॉनिक रूप से खोली** जाएगी। ऊपर उल्लिखित किसी भी तिथि को अवकाश घोषित किए जाने की स्थिति में, अगले कार्य दिवस में तत्संबंधी कार्य को पूरा किया जाएगा। केवल उन बोलीदाताओं की वित्तीय बोली (भाग-II) खोली जाएगी, जो मूल्यांकन के बाद पात्र पाए जाते हैं।

निविदा दस्तावेज को आरबीआई की वेबसाइट www.rbi.org.in और www.mstcecommerce.com से डाउनलोड किया जा सकता है। इस टेंडर के संबंध में कोई भी संशोधन / शुद्धीपत्र / स्पष्टीकरण केवल वेबसाइट / ई-पोर्टल पर अपलोड किया जाएगा। निविदाकर्ताओं को सूचित किया जाता है कि वे बोली प्रस्तुत करने से पहले किसी भी संशोधन / शुद्धीपत्र / स्पष्टीकरण के लिए उपर्युक्त वेबसाइट / ई-पोर्टल को देखें और सत्यापन करने के बाद प्रस्तुत करें। महाविद्यालय के पास बिना कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

**मुख्य महाप्रबंधक / प्रधानाचार्य
रिज़र्व बैंक स्टाफ महाविद्यालय,
सं. 359, अण्णा सालै, तेनांपेट
चेन्नई - 600 018**

नवंबर 08, 2023

निविदा की अनुसूची (एसओटी)

ई-निविदा सं.	RBI/Reserve Bank Staff College/Estate/5/23-24/ET/184
निविदा का नाम	रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में 30 स्पलिट एसी की आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग का कार्य
निविदा का माध्यम	ई खरीदारी प्रणाली (ऑनलाइन भाग-I - तकनीकी वाणिज्यिक बोली और भाग-II - मूल्य बोली www.mstcecommerce.com/eprochome/rbi के माध्यम से
पार्टियों के लिए निविदा आमंत्रण सूचना (एनआईटी), डाउनलोड हेतु उपलब्ध होने वाली तिथि	नवंबर 08, 2023, दोपहर 02:00 बजे से
बयाना जमा राशि	प्रत्येक बोलीकर्ता से ₹.39,420/-
ईएमडी राशि प्रस्तुत करने की अंतिम तारीख	नवंबर 29, 2023, दोपहर 02:00 बजे
बोली पूर्व बैठक	दिनांक 14 नवंबर 2023 को प्रातः 11.30 बजे रिज़र्व बैंक स्टाफ महाविद्यालय, तेनापेट, चेन्नई स्थित कान्फेरेंस हॉल में ऑफलाइन माध्यम से आयोजित।
निम्नलिखित पोर्टल पर तकनीकी वाणिज्यिक बोली और मूल्य बोली संबंधी ई-निविदा ऑनलाइन प्रस्तुत करने की शुरुआती तारीख www.mstcecommerce.com/eprochome/rbi	नवंबर 15, 2023, दोपहर 02:00 बजे से
तकनीकी वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने की अंतिम तारीख	नवंबर 29, 2023, दोपहर 02:00 बजे
निविदा के भाग I और II खोलने की तारीख/समय/स्थान	निविदा की भाग I (तकनीकी-वाणिज्यिक बोली), दिनांक 29 नवंबर 2023 को अपराह्न 3.00 बजे इक्ट्रॉनिक रूप से खोली जाएगी। भाग II (मूल्य बोली) बाद की तारीख में खोली जाएगी जिसकी सूचना बोलीकर्ताओं को दी जाएगी।
लेन-देन शुल्क	एमएसटीसी पोर्टल में सूचित किए गए अनुसार लेन-देन शुल्क का भुगतान, एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे के अंतर्गत एनईएफटी/ आरटीजीएस के माध्यम से किया जाए।
पत्राचार का पता	प्रधानाचार्य रिज़र्व बैंक स्टाफ महाविद्यालय, सं. 359, अण्णा सालै, तेनापेट चेन्नई - 600 018 ई-मेल: - principalrbbsc@rbi.org.in



**RESERVE BANK STAFF COLLEGE
ESTATE, CHENNAI**

**E-Tender No. RBI/Reserve Bank Staff College/Estate/5/23-
24/ET/184**

For

**Supply, Installation, Testing and Commissioning of 30 numbers
of Split ACs at Reserve Bank Staff College, Chennai**

PART – I (TECHNICAL BID)

Name of the Bidder _____

Address _____

Due Date and time of Submission of e-Tender: 02.00 PM on November 29, 2023

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

TABLE OF CONTENTS

PART – I (TECHNICAL BID)	1
NOTICE INVITING TENDER (NIT)	3
SCHEDULE OF TENDER (SOT)	4
DISCLAIMER	5
IMPORTANT INSTRUCTIONS FOR E - PROCUREMENT	6
Section I	11
FORM OF TENDER	11
Section II	14
GENERAL INSTRUCTIONS TO TENDERER(S) & SPECIAL CONDITIONS	14
Section III	24
SAFETY CODE	24
Section IV	25
FIRE SAFETY	25
Section V	26
THE CONDITIONS HEREIN BEFORE REFERRED TO	26
Section VI	43
SPECIAL CONDITIONS	43
Section VII	44
APPENDIX HEREIN REFERRED	44
Section VIII	45
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS	45
Section IX	49
APPROVED MAKES AND MODEL & BIDDER'S OFFER	49
Section X	50
SCHEDULE / BILL OF QUANTITIES (BOQ)	50
Annexure I	52
Schedule of Technical Deviations, if any	52
Annexure II	53
Details of Technical parameters	53
Annexure III	55
Proforma of Bank Guarantee for Security Deposit	55
Annexure IV	59
Articles of Agreement	59
Annexure V	65
Proforma for Bank Guarantee in Lieu of Earnest Money Deposit (EMD)	65
PART II - (PRICE BID)	67

NOTICE INVITING TENDER (NIT)

Reserve Bank Staff College, Chennai invites E-Tenders from the eligible empanelled contractors of Reserve Bank of India, Chennai for the work of **“Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai”**.

E-Tenders comprising duly filled in details of both Part - I and Part - II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than the date and time as indicated in the Schedule of Tender (Page 4)**. Tenderers shall submit tender proposal complete in all respects. The tenderers shall pay as Earnest Money a sum of Rs.39,420/- (Rupees thirty nine thousand four hundred and twenty only). The Technical bids will be **opened electronically on** November 29, 2023 at 03:00 PM. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part - II) of only those bidders who are found to be eligible on evaluation of their Part - I documents will be opened.

Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website and submit bid after verification of the same. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**Chief General Manager / Principal
Reserve Bank Staff College
No.359 Anna Salai, Teynampet
Chennai – 600 018**

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/Reserve Bank Staff College/Estate/5 /23-24/ET/184
b. Name of the Tender	Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at Reserve Bank Staff College, Chennai
c. Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	02:00 PM of November 08, 2023
e. Earnest Money Deposit	₹.39,420/- from each bidder
f. Last date of submission of EMD.	02:00 PM of November 29, 2023
g. Pre-Bid Meeting	Offline at Conference Hall, Reserve Bank Staff College, Teynampet, Chennai, at 11:30 AM on November 14, 2023
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc	02:00 PM of November 15, 2023
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	02:00 PM of November 29, 2023
j. Date / time / Venue of opening of Tender Part I & II	Part I (Techno - Commercial Bid) of the tender shall be opened electronically at 03:00 PM on November 29, 2023 . Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
k. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through NEFT / RTGS in favour of MSTC LIMITED
l. Address for Communication	The Principal Reserve Bank Staff College No.359, Anna Salai, Teynampet Chennai - 600 018 e-mail: - principalrbsc@rbi.org.in

**Reserve Bank Staff College
Estate Cell, Chennai**

DISCLAIMER

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

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

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

IMPORTANT INSTRUCTIONS FOR E - PROCUREMENT

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eproc

- 1). Tenderers are required to register themselves online with www.mstcecommerce.com
- 2). Tenderers will receive a system generated email confirming their registration in their email which has been provided during filling up the registration form. In case of any clarification, tenderers may contact RBI / MSTC, (before the scheduled time of the e-tender).

Contact persons (RBSC, RBI):

1. Shri. D. Kamatchi Pandian (AGM, Estate cell)
044 - 24302731
2. Shri. Sunil M R (Manager, Estate Cell)
044 - 24302784
3. Shri. Narendra C Bondre (Assistant Manager, Estate Cell)
044 - 24302728
4. Smt. Haarika Reddy (Assistant Manager – Technical)
044 - 24302727
5. Shri. Vivekananthan, (Junior Engineer, Estate cell)
044 - 24302727
e-mail: - principalrbsc@rbi.org.in

Contact person (MSTC Ltd - during office hours only):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri V Ganesh Moorthy – Mobile No. 9176616410
3. Shri Shanmugam – Mobile No. 9176397264
Google hangout ID - (for text chat) - mstceproc@gmail.com

B) System Requirements:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x 86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled - i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history / Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once).

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eproc. Tenders will be opened electronically on the specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

The tenderers shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The tenderers have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan

by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using their Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated email. **Transaction fee is non-refundable.** A vendor will not have the access to the online e-tender without making the payment towards transaction fee.

NOTE:

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

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

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

Bidding in e-tender:

Earnest Money Deposit for a sum of **Rs.39,420/- (Rupees thirty nine thousand four hundred and twenty only)** shall be remitted to the Bank Account of the Reserve Bank Staff College on or before **02:00 PM on November 29, 2023**. **"EMD - SITC of 30 nos. of Split ACs - Estate Cell, RBSC, Chennai"** shall be given as remarks while remitting EMD.

The account details for NEFT transactions are as follows:

Beneficiary Name: RBSC CHENNAI

IFSC: RBIS0SCPA01 (Fifth and tenth character is Zero)

Account No.: 186003001

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

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

EMD shall also be submitted in the form of Bank Guarantee ([Annexure III](#)) which shall be valid **for a period of minimum six months** at the Estate Cell, Reserve Bank Staff College, Chennai – 600 018. A tender which is not accompanied by such EMD will not be considered.

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

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com/eproc
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save / submit his / their Technical bid.
- d) After filling the 'Techno Commercial Bid', tenderers have to click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, tenderers have to click on "save" to record the Commercial bid. After both the Technical - Commercial & price bid have been saved, vendor has to click on the "Final submission" button to register the bids.
- e) Pages of Part I (Techno - Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded.
- f) Tenderers are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the tenderers will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of work.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part - I of the Tender. Submission of bid in the e-tender mode by any vendor confirms his / their acceptance of the terms & conditions of the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Tenderers are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eproc to familiarize them with the system before bidding.

Vendors are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

MSTC portal will be available for uploading documents and rates from 02:00 PM of November 15, 2023.

Section - I
FORM OF TENDER

Place _____
Date _____

The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai - 600 018

Dear Sir,

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

MEMORANDUM

(a)	Name of work	Supply, Installation, Testing and Commissioning of 30 Nos., of Split ACs at the Reserve Bank Staff College, Chennai
(b)	Estimated cost	Rs.19.71 Lakh (Rupees nineteen lakh seventy one thousand only)
(c)	Earnest Money Deposit	2% of the total Estimate amount (Rs.39,420/-) shall be deposited by all the bidders along with their offer.
(d)	Date of commencement	Within 10 days from the date of written order to commence the work, including the date of work order.
(e)	Time allowed for completion	60 days which shall be reckoned from the 10 th day from the date of the work order.
(f)	Liquidated Damages	0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of contract value.

(g)	Defects Liability period	01 Year from the date of Virtual Completion of the work.
(h)	Performance Bank Guarantee (PBG)	5% of the contract amount for execution period + One Year Defect Liability Period, which shall be submitted within 10 days of the work order as per the appendix proforma.

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part - I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of the tender.
2. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the terms and provisions of the said Condition of Tender hereto so far as they may be applicable or in default thereof, to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. I / We are ready to deposit a sum of **2% of the total estimated amount as EMD (Rs. 39,420/-) along with the bid** to the Reserve Bank Staff College, Chennai which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank Staff College / Reserve Bank of India.
4. I / We do hereby declare that there is no case with the Police / Court / Regulatory Authorities against me / us. Also, I / We have neither been suspended / delisted / disqualified by any organization including the Reserve Bank of India / Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I / We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
5. I / We confirm that the tender submitted by me / us is confirming to all the terms and conditions mentioned in the tender document.
6. I / We certify that all the information furnished by me / us is true to the best of my / our knowledge. I have no objection to RBSC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
7. I / We understand that the Employer reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason, therefore.
8. The Tender should be uploaded in two parts. Part - I contains all commercial terms, conditions and technical particulars and Part - II contains only the price bid in the Bank's proforma.

Dated this_____day of 2023

For and on behalf of M/s

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Name of the partner of the firm authorised to make signature or Name of the person having power of attorney to sign the contract). Certified true copy of the Power of Attorney should be attached.

Witnesses

(1) Signature with name, address and date_____

(2) Signature with Name, address and date_____

Yours faithfully

Accepted with Digital Signature Certificate

Signature of Contractor

Section II
Part I - Commercial Conditions

GENERAL INSTRUCTIONS TO TENDERER(S) & SPECIAL CONDITIONS

E-Tenders are invited from the eligible empaneled contractors of the Reserve Bank of India, Chennai for the work of **“Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai”**. E-Tenders comprising duly filled in details of both Part - I and Part - II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 02:00 PM of November 29, 2023**.

2. Eligibility: Empaneled contractors of the Reserve Bank of India, Chennai, who are empaneled for the work of **“Supply, installation, testing and commissioning of air conditioners and allied works (above Rs.10 Lakh to upto Rs.25 Lakh)”**
 - i. They should be in the valid empaneled Contractor list of RBI, Chennai under the appropriate category of works mentioned above.
 - ii. The Contractors should not have been de-listed / banned for any reasons or any contract awarded to them should not have been terminated during the last 2 years on account of non-performance / any other reasons decided by the Employer.
3. Only those bidders, who qualify as above will be eligible to participate in the e-tender work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.
4. Technical deviations proposed, if any, shall be sent as per [Annexure I](#), before 03:00 PM on November 13, 2023 by email to principalrbcs@rbi.org.in. No further correspondence in this connection will be entertained after the mentioned timeline.
5. Tenderers should upload the following documents with suitable file names as indicated.
 - i. The particulars / catalogues and the names of manufacturers of specified item in BOQ.
 - ii. Details of technical parameter / datasheet of the proposed split AC as per [Annexure II](#).
 - iii. Any other information relevant to the proposed work.
6. Non-submission of the above documents may lead to disqualification of the bidder.

7. Tenders shall be submitted in two parts viz., Part - I containing Technical and Commercial details of the offer and Part - II containing prices (Price Bid) only latest by 02:00 PM of November 29, 2023. Part - I will be opened at 03:00 PM on November 29, 2023. Part - II bid of only those tenderers who qualify the requirements of technical and commercial conditions / details will be considered for opening on a subsequent date which would be intimated to them.
8. Tenderers are advised to verify the Bank's website for corrigendum, if any, **before submitting their bid. No clarification will be entertained after 03:00 PM on November 13, 2023.**
9. Tenderers are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender. Further, the AMC rates quoted shall be automatically multiplied by the NPV factor for 6 years AMC Period (**4.9414**). Buyback value inclusive of GST and TCS shall be deducted from the capital cost.
10. The Reserve Bank Staff College reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The College also reserves the right to accept the tender of any firm.
11. **Earnest Money Deposit (EMD)**
 - a. Intending tenderers shall remit an EMD amount of ₹.39,420/- (Rupees thirty nine thousand four hundred and twenty only) by way of a NEFT / RTGS or Bank Guarantee drawn on scheduled bank payable to the Reserve Bank Staff College, Chennai on or before 2:00 PM on November 29, 2023.

The account details for NEFT / RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

Beneficiary Name: RBSC CHENNAI
IFSC : RBIS0SCPA01 (Fifth and tenth character is Zero)
Account No. : 186003001

Proof of remittance with transaction number (Scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to principalrbsc@rbi.org.in

- b. EMD shall be submitted in the form of Bank Guarantee ([Annexure V](#)) to the Estate Cell, Reserve Bank Staff College, Chennai – 600 018. A tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD.

The EMD of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The EMD of the tenderers who do not qualify the

requirements of pre-qualification criteria, will be returned without interest on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part - II shall be released to them without any interest after award of work to the successful bidder.

c. A tender which is not accompanied by such EMD will not be considered.

12. **Pre-bid meeting:** - A pre-bid meeting will be held at 11:30 AM on November 14, 2023 at the Reserve Bank Staff College, Chennai, to discuss / clarify detail/s about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarification/s, if any, will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any, before submitting their bids.

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

14. The rates quoted shall be inclusive of transport, packing, forwarding, insurance, etc., and shall be for the complete work duly installed and commissioned at site. Vendors are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender. Buy back amount inclusive of GST shall be deducted from the contractor. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties, etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

15. **Period of completion of work:** - The entire work of supply, installation, testing and commissioning of all the tender mentioned 30 Nos. of Split ACs shall be completed within a period of 60 days from the 10th day of the date of work order.

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

17. **Performance Bank Guarantee (PBG):** Within 10 days from the date of issue of Letter of Intent by the Employer for having accepted the tender, the successful bidder shall also submit a Performance Security Bank Guarantee for 5% of the accepted Contract Value, valid for a period of the stipulated 'Contract execution period + One year DLP' for due fulfilment of the contractual obligations by the contractor. The EMD paid by the successful bidder shall be released without any interest after successful execution of the

contract agreement and submission of Performance Security Bank Guarantee (PBG) for 5% of the accepted Contract value as provided above, by the successful bidder. The Performance Security Bank Guarantee shall be returned by the Employer on completion of the one year Defect Liability Period, provided all the contractual conditions are met by the contractor. If any discrepancy is found in the contract terms and conditions, then the submitted Performance Bank guarantee (PBG) will be invoked by the Bank for the full amount. No balance amount shall be paid to the contractor at any cost.

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

19. Comprehensive Annual Maintenance Service contract:

After expiry of the defect liability period of one year from the date of last handing over of the AC units, all AC units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The bidder shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for replacement of defective spares, controller card, electronic circuits, PCB cards, LCD display, remote, compressor, fan motor, fan blade electrical wires, mechanical parts, etc., for the air conditioners installed at site.

Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory service and on submission of duly signed service reports by Caretaker / JE - Electrical / RBSC Officials. The Comprehensive Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of 6 years from successful completion of Defect Liability Period of one year.

Conditions	1.5 TR Split AC
Comprehensive AMC covers all parts of AC including copper pipe	Yes
Gas charging (Top up, partial or full)	Included in AMC
Labour, Transportation, any associated item like valves, sensors, Electronic / PCB cards or any other part / work for making the AC back to good working condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited complaints shall be attended and included in AMC. No extra charges to Bank
AMC Payment	Quarterly, after completion of satisfactory quarterly service. Service reports duly signed by the authorized person of RBSC should be attached with the Bill
Period for AMC to be provided	For a period of 6 years after one year of DLP
Hike in AMC amount	As per the formula given at the end of this table
Time for attending the complaint after lodging complaint via email / FAX / Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waive by RBSC based on the engineer's report)	Rs.200 per day per AC unit subject to a maximum of 25% of the AMC amount per year
Alternate AC unit to be provided by the vendor, in case if the time taken for repair is more than two days.	Vendor has to provide an alternate AC at free of cost based on the request from RBSC. No extra charges will be paid by Bank in this regard
Pasting of a sticker indicating the firm's name and contact number / email	Should be pasted on both indoor and outdoor unit

The CAMC rates shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:

$A_C = A_P [(15 + 60 \times (EPI_C / EPI_P) + 25 \times (CPI_C / CPI_P)] \times 1 / 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.

EPI _C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI _P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

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

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

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

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

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

(MF is the NPV factor for 7 years (one year of DLP warranty + 06 years CAMC) = **4.9414**). The bidder who quotes the least Net Owning Cost shall be treated as the L1 bidder.

(All the above components inclusive of applicable GST thereon shall be taken into account for arriving at the Net Owning Cost).

Minimum Base Rate for Comprehensive CAMC:

In case, the tenderer 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 of 6 years subject only to escalation formulae indicated in the tender.

To decide final lowest bidder, revised manual calculation using above formula after e-tendering shall also be done to verify actual Lowest bidder.

21. Successful bidder shall be awarded the work at the capital cost of work which shall be the quoted rates by the bidder for the work, inclusive of applicable GST thereon. The capital cost shall be paid **to the contractor subject to necessary statutory deductions and other applicable deductions.**

22. Terms of Payment: -

The following terms of payment will apply to the contract:

An amount of **100 percent** of the value of work done shall be released against supply, installation, testing, commissioning, handing over of the 30 Nos. of split AC units subject to receipt and verification of the PBG of value 5% of the contract value by the Bank.

23. Insurance: -

The Contractor shall at his / their own expenses, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of the College and himself / themselves with the employer being the first name (The Principal, Reserve Bank Staff College, Chennai) and deposit such policy or policies with the College within 10 days from the issue of work order.

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

24. Works to be arranged by the contractor: -

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

- a) Carefully dismantling of the existing air conditioners with associated piping and electrical cables, etc., from the site and keep away in safe as directed by the Bank's Engineer. During dismantling of the old AC's, care must be taken so that there will not be any damage to the walls / panels, etc., at site.
- b) Making good all damages caused to the structure during installation and restoring

the same to their original finish.

- c) Minor building works necessary for installation of equipments, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting, etc., as required.
- d) Providing necessary signage for the equipment, cable, etc.

25. Completeness of the Tender, Submission of Programme, Approval of Drawings and Commencement of Work

a) Completeness of the tender

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

b) Submission of programme

Within five days from the date of receipt of the letter of acceptance, the successful tenderer shall submit his / their programme for submission of drawings, supply of equipment, installation, testing, commissioning and handing over of the installation to the Engineer-in-Charge, RBI / College. This programme shall be framed keeping in view of the minimum shutdown period.

c) Submission of Drawings

The contractor shall submit the layout drawings / data sheets / brochures / fliers to the Engineer-in-Charge, RBI / College for approval before the start of work.

d) Commencement of Work

The contractor shall commence the work as soon as the drawings submitted by him / them are approved.

The payment for the system will be made by RBSC, Chennai. Any dispute arising out of this contract will also be sorted out within the jurisdiction of the Courts situated in Chennai.

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

27. Agreement: - The successful tenderer shall execute an agreement with the College on a non-judicial stamp paper in the format in [Annexure IV](#) enclosed within ten days of receipt of the letter of acceptance. However, the issue of letter of acceptance by the College shall be construed as a binding contract, as though such an agreement has

been executed and all the terms and conditions shall apply on this contract.

28. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after completion and whether before or after the determination / abandonment or breach of the contract) shall be referred to and settled by the College, who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the College with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But, if either the Contractor be dissatisfied on any matter on which a decision is taken by the College as above, except any of the expected matter, the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case, no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case, during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the

works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his / their obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

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

Section III

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital immediately and without any loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 08 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, the minimum height of the same shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with the welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per the statutory norms.
15. During the execution of work necessary fire safety measures shall also be taken.

Section IV

FIRE SAFETY

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

Section V
THE CONDITIONS HEREIN BEFORE REFERRED TO

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

- a) "Employer" Shall mean the Reserve Bank Staff College and shall include its assignees and successors.
- b) "In the case of company" "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the provincial insolvency Act or any Act amending such original Act.

g) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works"

Supply, Installation, Testing and Commissioning of Split ACs at the Reserve Bank Staff College, Chennai

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and / or Drawing and / or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and / or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause no.20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his / their use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he / they shall submit to Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his / their cost everything necessary for proper execution of works according to intent and meaning of Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he / they shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and to the regulations and bye-laws of any authority and of any water, electricity supply and other companies and / or authorities with whose system the structure is proposed to be connected and shall, before making any variations from Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions 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 no.17 hereof.

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for correctness of positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect

shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his / their own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and / or specifications and in accordance with the contract and the Contractor shall furnish to the Employer all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his / their own cost arrange for and / or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him / them who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in or addition to or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his / her hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause no.17 hereof and the same shall be added to or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
- Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause no.17 hereof, shall be added to or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.
15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself / themselves before tendering as to the correctness and sufficiency of his / their tender for the works and of the prices stated in the Schedule of Quantities and / or the schedule of rates and prices which rates and prices shall cover all his / their obligations under the contract and all matters and things necessary for proper completion of the works.
16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

The Contractor or his / their Agent may at the time of measurement take such notes and measurement as he / they may require.

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

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

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and / or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omissions or additions rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule

or Quantities or if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause no.21 hereof.

18. Unfixed materials when taken into account to be the property of the Employer

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

19. Removal of improper work : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his / their own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any other persons to carry out the same and all expenses consequent thereon or incidental thereto, shall be borne by the Contractor or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

20. Defects after virtual completion : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his / their own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults and all damages, loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the

Employer equivalent to the cost of amending such work and in the event of the amount retained under clause no.32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause no.12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause no.2 hereof. The contractor shall remain liable under the provisions of this clause, the signing of any certificate or the passing of any accounts by the Employer.

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

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

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

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

23. Other persons employed by Employer: The employer reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons and the contractor shall

allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

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

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his / their own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the

Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his / their own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of the Contract.

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

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

25. **Insurance:** The contractor shall, within 10 days from the date of commencement of the works, insure the works at his / their cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (Reserve Bank Staff College, being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within Ten days from the date of award of work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of works in the same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of

Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in Appendix or within any extended time under Clause no.26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and / or specifications or (e) by reasons of the Bank's Engineer instruction as per clause no.17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the College for which he / they shall have specifically applied in writing or (h) from other causes which the College may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the Priced Schedule of Quantities owing to variation, the College may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his / their endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of the Bank to proceed with work.
29. **Contractor's failure to comply with the Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and / or the Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him / them from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he / they is / are able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the College notice to proceed, or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from site or to pull down and replace work for seven days receiving from the Bank's written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions', or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his / their agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his / their own property or may employ the same by means of his / their own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the

College shall give a notice in writing to the Contractor to remove his / their surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him / her, the Employer may sell the same by public auction and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his / her hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer as the case may be and the Certificate of the College shall be final and conclusive between the parties.

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause no.17 hereof.

32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed, work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after his / their completion shall not

relieve the Contractor from his / their liability under clause no.21 and 36 nor relieve the Contractor of his / their inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of all the defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses no.2 (a, b), 4, 5, 14, 28 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under Clause no.35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause no.33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter, the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case, no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of settlement or compromise, the Arbitrator or Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his / their obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

- 36. Right of technical scrutiny of final bill:** - Employer shall have the right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.
- 37. Employer entitled to cover compensation paid to workman:** - If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and

upon his / their giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

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

39. Return of surplus materials:- Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by the Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and / or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his / their by reason of such breach.

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

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

41. Non-disclosure Clause: -

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

42. Sexual Harassment of women at work place: -

- 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 / their employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its / their employees who are deployed within the Bank’s premises.

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

Place:

Date:

Signature of Bidder with seal

Address of Bidder:

Section VI

SPECIAL CONDITIONS

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

Section VII

APPENDIX HEREIN REFERRED

1. Defects Liability Period (DLP)	One year from the date indicated in the virtual completion certificate.
2. Period of final measurement	01 month from the date of final successful commissioning of all AC units.
3. Date of commencement	Within 10 days from the date of written order to commence the work, including the date of work order.
4. Date of completion	60 days from the 10 th day of issue of work order.
5. Earnest Money Deposit (EMD)	EMD at 2% of the total Estimated amount (i.e.Rs.39,420) as specified in the tender will be collected from all the bidders. EMD shall be refunded to successful vendor after virtual completion and on submission of Performance Security (PBG) as applicable.
6. Payment terms	After successful completion of the awarded work, 100% of the contract value will be released subject to receipt and verification of PBG by the Bank.
7. Liquidated Damages	0.25% of contract value per week subject to the maximum of 10% of the contract value.
8. Performance Bank Guarantee (PBG)	Successful bidder has to submit Performance Bank Guarantee (PBG) of value 5% of the Tender Contract amount to the Bank within 10 days from the date of work order. The PBG shall be valid for "Contract execution period + One year DLP.
9. Payment of Bills	01 month from the date of submission of the complete invoice

Place:

Date:

Signature of Bidder with seal

Section VIII

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK:

1. Carefully dismantle the existing old split AC units (including metal stands / copper pipes / cables, etc.) and shifting of the same to designated area.
2. The scope of work includes the Supply, Installation, Testing & Commission (SITC) of inverter, ecofriendly refrigerant based 30 nos. of new 1.5 TR split AC units with voltage stabilizer including necessary hardware / accessories, labour, loading, unloading, transportation, taxes, insurance, required tools & tackles, instruments, etc., to complete the works in full. Quoted cost shall also include minor civil works such as POP / false ceiling cut open and refinish to the original condition after completion of works, required core cutting in walls / windows / floors wherever required for cable / copper pipe routing works.
3. The above scope of works includes the following on the contractor:
 - a) Providing electric power supply to the split AC unit using 3 core x 2.5 sq.mm copper cable as per site required lengths which includes providing & connecting 3 pin plug top from the nearest electric source point.
 - b) Fixing the indoor unit metal brackets and outdoor unit “L” stand as directed by the Bank Engineer. Work also includes hanging & fixing of indoor & outdoor units on their respective metal brackets / L stand / existing metal square stand / floor cement blocks, etc.
 - c) Providing required copper pipes & control / power cabling / earth wire connections between indoor and outdoor unit of the split AC as per OEM specifications. Also providing thermally insulated, superior quality suitable copper pipes (suction & vapour line) and covering the insulated copper pipes with cotton tape.
 - d) Providing hard PVC / flexible drain line from indoor unit to the nearest drain point and as per direction of the Bank’s Engineer, providing required hardware & accessories to complete the work.
 - e) Rebate for taking away all split AC units and its safe disposal as per e-waste norms. The firm shall ensure the safety of the person working at height, shall work with proper safety equipments / body harness as and when required. The

scope includes the contractor to provide necessary ladder, tools & tackles, testing equipments, safety measures and taking work permits, top up refrigerant gas requirements (if required), cleaning of waste boxes, etc.

Technical Specifications

Sl. No.	Work	Description
1.	SITC of Split AC units	<ul style="list-style-type: none"> • Tonnage: 1.5 TR • Cooling capacity (Full Load rated capacity): minimum should have 5100W (i.e., Rated capacity) • Category & technology: Split air-conditioners & Inverter type • Compressor type: Rotary / Scroll-With minimum five-year guarantee & warranty • Star rating: BEE 5 Star rated (Latest) • Copper based evaporator and condenser coils • Working temperature range: Up to 50 degrees Celsius • Refrigerant gas: R410 / R407 / R32 (Eco friendly) • Indoor unit output flap swing operation is required • Preferred hygroscopic indoor and outdoor coated AC units • Cost of minor civil / electrical works such as opening and closing of false ceiling, drilling through the wall, end termination of cables, bore cutting, etc., as per site condition should be done without any extra charge. • Split AC units should have remote controlled operations • Year of manufacturing: 2023 • Split AC unit shall be supplied with necessary rated 15A plug top & heavy rated wire connectors for connecting stabilizer and power supply points • Split AC indoor units installed at the heights and orientation, so that there is no dripping of drain water inside the rooms. • Work includes providing necessary indoor back plates, drilling and fixing, hanging, etc., using necessary tools and tackles. • Split AC indoor and outdoor units shall be installed at the locations as directed by the Bank's Engineer.

2.	Supply and fixing of PVC insulated wire (Common for the work) and other ancillary works	<ul style="list-style-type: none"> • All wires / cables used should be FRLS PVC insulated. • Conductor material: Copper stranded conductor • Colour code should be followed as follows: Phase - Red / Yellow / Blue Neutral - Black Earth – Green • All copper flexible control / power wires shall be neatly clamped / fixed in the ceiling walls / side walls / covered by ISI marked medium duty PVC Conduit / bend / coupling / boxes / casing patti / existing cable routes / boxes, etc. • Flexible PVC conduit has to be provided wherever necessary. • Wiring should be carried out in neat manner following good engineering practice as directed by the Bank's Engineer. • Any associated civil work as per site condition should be carried out including the POP cut open, refinish to the original surface match condition. • Termination of all wires above 4 sq.mm should be done with proper lugs. • Earthing wire bond between indoor and outdoor split AC unit have to be properly made.
3.	Supply and fixing of Copper & drain pipes	<ul style="list-style-type: none"> • OEM supplied free kit copper pipes shall be utilized, wherever the site requirement suits the supplied length of OEM free kit, no joints of copper pipes shall be permitted at these feasible locations. Free kit copper pipes / wires / drain lines along with AC unit will be excluded from the length measurements, which will not be paid by the Bank. Remaining additional lengths will be accounted for final measurements. • In case the indoor to outdoor length is more than the OEM free kit length, then the free kit shall have to be taken back by contractor and fresh copper pipes without joint shall be executed upto 15M length. The free kit copper / cable lengths shall be reduced from the actual measurements. • Copper pipes route shall follow minimum possible paths including ceiling, false ceilings, and as directed by Bank's Engineer. • Outlet of the drain pipes shall be connected to the nearest existing water collection points.

Mode of measurement

- a) Wherever OEM supplied free kit (cables / copper pipes) items are suitable, then the same shall be used / utilized for the split AC units without any joints, if the length requires beyond the free kit item lengths, then fresh copper pipe / cable lengths to be used without any joints and contractor have to take away the free kit items and such free kit lengths (copper and cable) shall be deducted from the actual measurements.

Section IX
APPROVED MAKES AND MODEL & BIDDER'S OFFER

Item	Make	Offered make and model (To be filled by Bidder)
Split ACs	Bluestar / Carrier / Hitachi / Daikin / LG / Voltas / Mitsubishi / OG / Panasonic	
Cables / Wires	Polycab / Finolex / Gloster / CCI	
PVC drain pipe / bends / coupling, etc.	Finolex / Aashirvad / Astral	
Copper pipes	Uniflow / Nippon / Any Bank approved make	
Voltage Stabilizer	Everest / Premier / V-Guard / Microtek / Any Bank approved make	



Section X
SCHEDULE / BILL OF QUANTITIES (BOQ)

Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai

All works mentioned in the BOQ should be quoted as per the corresponding technical specification

Sr. No.	Description	Quantity
A - Supply of Air Conditioner		
1.	Supply of high wall mounted, cordless remote, Inverter type split air conditioner unit 1.5 TR capacity, 5 star rated of approved make as detailed in technical specifications stated in Section VIII. (Rates shall be inclusive of transportation, loading, unloading, etc.)	30 Nos.
B - Installation, testing and commissioning of AC units		
2.	Installation, testing and commissioning of above split air conditioner unit (Sl.No.01) on brick wall with bison board as per detailed in the scope of work and as per site condition. Rates shall also be inclusive of dismantling of old split AC units, copper pipes, copper cables, stand, etc.	30 Nos.
3.	Supply and fixing of FR polyethylene outer insulated, refrigerant gas based copper pipes connecting outdoor unit to indoor unit for the supplied Sl.No.01 AC's, work to be executed as per manufacturer recommendations and as directed by the Bank's Engineer.	188 M
4.	Supply and fixing of suitable power / communication cable for the supplied AC mentioned in Sl.No.01 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer.	252 M
5.	Supply and fixing of Cotton Tape for covering copper piping for insulation as mentioned in S.No. 2(b).	188 M
6.	Supply and fixing of suitable fabricated / readymade heavy duty, powder coated L type M.S. iron stand along with anti-vibration pad & accessories for placing outdoor unit of 1.5 TR Split AC.	29 Nos.

Sr. No.	Description	Quantity
7.	Supply and fixing of 1-inch PVC drain pipe along with necessary hardware / accessories for the supplied AC mentioned in SI.No.1 from indoor unit source collection point and connecting the drain line till ground / nearest water collection point. Pipe inside room should be covered with nitrile insulation.	94 M
8.	Supply and fixing of Bank approved make single booster type 4kVA Voltage stabilizer suitable for above 1.5 TR split AC units, to be connected between nearest power supply point and split AC unit, supply includes connecting wires / cables, connectors, etc.	30 Nos.
C	Buyback	
9.	Buyback offer for taking away the existing, removed 1.5 TR split AC, including refrigerant pipes, Old L stand, damaged drain pipes etc., as is where is basis, such items shall be taken away from the site at the Contractor's cost.	30 Nos.
D	Comprehensive AMC	
10.	Comprehensive Annual Maintenance Contract charges (including spares) for each above 1.5 TR Inverter split AC as per tender conditions. These rates will be applicable after expiry of guarantee period and valid for 1 st year CAMC.	30 Nos.

Annexure I

Schedule of Technical Deviations, if any

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

Sr. No.	Section No.	Clause No.	Deviation proposed

Annexure II
Details of Technical parameters
(To be filled by the Bidders)

Sr. No.	Particulars	Bank Requirement	To be furnished by Bidder along with technical brochure / datasheets
1	Category & Technology	Split AC with Inverter model	
2	Tonnage	1.5 TR capacity	
3	Make	Approved makes only	
4	Generic Model name (i.e., Series name) - Latest model - 2023	Once quoted the generic model series, same series must be supplied to the Bank by the Contractor	
5	Specific model name (Latest model - 2023)	Indicative latest version specific model no. (superior model variation may be acceptable, provided meeting all the tender technical criteria)	
6	Star ratings	5 star rating (Post – August 2023)	
7	Compressor type	Rotary / Scroll	
8	Compressor warranty in years	Minimum 5 years required	
9	Refrigerant type	Eco friendly gases (such as R410 / R407 / R 32)	
10	Condensation coil material (Outdoor unit)	Copper	
11	Evaporator coil material (Indoor unit)	Copper	
12	Nominal Air flow (CFM)		
	i) Rated cooling capacity and indicative minimum / maximum capacity	Rated capacity 5100W (Minimum required)	Rated: Min: Max:
	ii) Rated power supply		
	a. Voltage	150~245 V (Available)	
	b. Frequency	50 Hz (Available)	
	c. Phase	Single Phase (Available)	
	iii) Power consumption in watts		
	iv) Indoor Noise level	< 40db	

	v) Dimensions (L X D X H)		
	a. Indoor unit (mm)		
	b. Outdoor unit (mm)		
	vi) Cabinet material (L X D X H)		
	a. Indoor unit (mm)		
	b. Outdoor unit (mm)		
13	Length of refrigerant pipes / cables to be supplied along with the AC unit at free of cost (i.e., Free quantities supply by OEM)	If OEM provides, minimum 3M (10 feet)	----- Meter (M)

Place:

Signature of the Contractor / firm with seal

Date:

Annexure III

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To
The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai – 600 018

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for **“Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai”** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR ____ only) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on

your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative contract guarantee period of the said Contract and after the contractor had discharged all his / their obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its / their behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to

the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 - (i) This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
 - (ii) Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
 - (iii) This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 - (iv) We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and the contractor or any other person.
 - (v) Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions,
 - (vi) if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
 - (vii) We have the power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Annexure IV

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank Staff College, Chennai (hereafter called "Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The Employer is desirous of carrying out the work of **"Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai"** and has prepared drawings and Schedule of Quantities showing and describing the work to be done under the direction of the Bank's Engineer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for the complete work according to the actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for carrying out of all the works relating to the civil works and other ancillary works in the manner laid down in the said Conditions and shall make good any damages done to walls, floors, etc., after the completion of such works.
7. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. 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 tenth day after the day of issue of formal work order as provided for in the said Conditions, whichever is later and to complete the entire work within **45 days from the 10th day of the work order**, subject nevertheless to the provisions for extension of time.
9. All payments by the Employer under this Contract will be made only at the Reserve Bank Staff College, Chennai.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
11. a) The contractor / agency 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 / their employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of 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 Complaint Committee constituted by the Bank.

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

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

e) The contractor shall provide a complete and updated list of its / their employees who are deployed within the Bank’s premises.
12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure / systems / equipment’s etc., which may come to the possession or knowledge of the Contractor during the course of discharging its / their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of

the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its / their 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.

13. Comprehensive Annual Maintenance Service contract:

After expiry of the defect liability period of one year from the date of last handing over of the AC unit, all units shall be covered under Comprehensive Annual Maintenance Contract (CAMC). The bidder shall quote for Comprehensive Annual Maintenance Contract charges per unit per year considering the charges required for replacement of defective spares, electronic controller cards, electric / electronic circuit, PCB, LCD display, remote, compressor, fan motor, fan blade, electrical wires, mechanical parts, etc., for all the parts as a whole related to air conditioners installed at the site.

Comprehensive Annual Maintenance Contract (CAMC) charges shall be paid on quarterly basis, after rendering satisfactory quarterly service and on submission of duly signed service reports by Caretaker / JE - Electrical / RBSC Officials. The Comprehensive Annual Maintenance Contract rates will be revised based on the Reserve Bank Price Indices.

Comprehensive annual maintenance Contract shall be valid for a period of 6 years from successful completion of Defect Liability Period of one year.

Comprehensive Annual Maintenance rates for 1st year after completion of Defect Liability Period: Rs. (inclusive of all applicable taxes).

14. Minimum Base Rate for Comprehensive CAMC:

In case, the tenderer 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 of 6 years subject only to escalation formulae indicated in the tender.

To decide final lowest bidder, revised manual calculation using above formula after

e-tendering shall also be done to verify actual Lowest bidder.

Terms and Conditions	1.5 TR Split AC
Comprehensive AMC covers all parts of AC including copper pipe	Yes
Gas charging (Full, partial, and Top up)	Included in AMC
Labour, Transportation, any associated item like valves, sensors, Electronic / PCB cards or any other work for making the A/C back to good working condition	Included in AMC
Servicing of AC unit (including water wash of outdoor unit, checking all electrical parameters & mechanical parts, etc.) – Annual Maintenance Card with quarterly periods to be provided by Vendor at site to maintain AC units periodically. The maintenance card should indicate the major / minor part replacement with dates and scheduled preventive maintenance suggested by OEM.	Quarterly
Breakdown Calls	Vendor must attend unlimited number of times for the Breakdown calls registered by the Bank (vendor must respond within 8 hours of the registered complaint)
AMC Payment	Quarterly, after completion of satisfactory service. Service report duly signed by the authorized person of RBSC should be attached with the Bill
Period for AMC to be provided	For a period of 6 years after one year of DLP
Hike in AMC amount	As per the formula given at the end of this table
Time for attending the complaint after lodging complaint via email / FAX / Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waived by RBSC based on the Bank's Engineer's report)	Rs.200 per day per AC unit subject to a maximum of 25% of the AMC amount per year.
Alternate AC unit to be provided by the vendor in case if the time taken for repair is more than two days.	Vendor has to provide an alternate AC free of cost based on the request from RBSC. No extra charges will be paid in this regard
Pasting of a sticker indicating the firm's name and contact number / email	Should be pasted on both indoor and outdoor

	unit
--	------

The CAMC rates shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:

$A_C = A_P [(15 + 60 \times (EPI_C / EPI_P) + 25 \times (CPI_C / CPI_P)) \times 1 / 100]$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to commencement date of contract for the previous year.

15. If the system is not rectified within a period of 10 days from the complaint registered date, the College shall have right to rectify the system at risk and cost of the contractor.

16. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its / their common seal to be affixed hereunto and the said two duplicate / has caused these presents and the said two duplicates hereof to be executed on its / their behalf, the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED BY THE
Reserve Bank Staff College by the hand of
Shri _____

(Name and Designation)

in the presence of

(1)
Address

(2)
Address

Witnesses

SIGNED AND DELIVERED BY
_____ in the presence of
(1)
Address

(2)
Address

Witnesses

THE COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions
passed by its / their 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

(1)
(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of
Shri _____
And duly constituted attorney.

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

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

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

Annexure V

Proforma for Bank Guarantee in Lieu of Earnest Money Deposit (EMD)

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

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

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its / their registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its **"Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai,** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part - I **Commercial conditions** and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with this Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his / their Tender, rescinds from his / their offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his / their unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **"Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs at the Reserve Bank Staff College, Chennai"**. The Banks' decision in

this regard shall be final and binding.

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

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

Bank Manager
(Banker's Seal)



**RESERVE BANK STAFF COLLEGE
ESTATE CELL, CHENNAI
PART - II (PRICE BID)**

for

**Supply, Installation, Testing and Commissioning of 30 nos. of Split ACs
at the Reserve Bank Staff College, Chennai**

All works mentioned in the BOQ should be quoted as per the corresponding technical specifications:

Sr. No.	Description	Qty	Unit	Remarks
A - Supply of Air Conditioner				
1.	Supply of high wall mounted, cordless remote, Inverter type split air conditioner unit 1.5 TR capacity, 5 star rated of approved make as detailed in technical specifications stated in Section VIII . (Rates shall be inclusive of transportation, loading, unloading, etc.)	30	Nos.	Please quote the rate per unit (a) excluding GST for each item. The system will automatically multiply with Quantity and applicable GST by using the following formulae and the MSTC website will display the final amount. E.g.: Sl. No: A.1 = (a * Quantity * 1.28)
B. Installation, testing and commissioning of AC unit				
2.	Installation, testing and commissioning of above split air conditioner unit (Sl.No.01) on brick wall with bison board as detailed in the scope of work and as per site condition and as directed by the Bank's Engineer. Rates shall also be inclusive of dismantling of old split AC units, copper pipes, copper cables, stand, etc.	30	Nos.	Please quote the rate per unit (a) excluding GST for each item. The system will automatically multiply with Quantity and applicable GST by using the following formulae and the MSTC website will display the final amount. E.g.: Sl. No: B.2 = (a * Quantity * 1.18)

Sr. No.	Description	Qty	Unit	Remarks
3.	Supply and fixing of FR polyethylene outer insulated, refrigerant gas based copper pipes connecting outdoor unit to indoor unit for the supplied SI.No.01 AC's. Work to be executed as per manufacturer recommendations and as directed by the Bank's Engineer.	188	M	<p>Please quote the rate per unit (a) excluding GST for each item.</p> <p>The system will automatically multiply with Quantity and applicable GST by using the following formulae and the MSTC website will display the final amount.</p> <p>E.g.: SI. No: B.3 = (a * Quantity * 1.18)</p>
4.	Supply and fixing of suitable power / communication cable for the supplied AC mentioned in SI.No.01 from outdoor unit to indoor unit without joints and as directed by the Bank's Engineer.	252	M	
5.	Supply and fixing of Cotton Tape for covering copper piping for insulation as mentioned in S.No.2 (b).	188	M	
6.	Supply and fixing of suitable fabricated / readymade heavy duty, powder coated L type M.S. iron stand along with anti-vibration pad & accessories for placing (SI.No.01) outdoor unit of the 1.5 TR Split AC.	29	Nos.	
7.	Supply and fixing of 01-inch PVC drain pipe along with necessary hardware / accessories for the supplied AC mentioned in SI.No.1 from indoor unit source collection point to connecting the drain line till ground / nearest water collection point. Pipe inside room should be covered with nitrile insulation.	94	M	
8.	Supply and fixing of Bank approved make single booster type 04 kVA Voltage stabilizer suitable for above 1.5 TR split AC units, to be connected between nearest power supply point and split AC unit, supply includes connecting wires / cables, connectors, etc.	30	Nos.	
C	Buyback			

Sr. No.	Description	Qty	Unit	Remarks
9.	Buyback offer for taking away the existing, removed 1.5 TR split AC, including refrigerant pipes, Old L stand, damaged drain pipes, etc., as is where is basis, such items shall be taken away from the site at the Contractor's cost.	30	Nos.	Please quote the rate per unit (a) excl. of GST of 18% and TCS of 1% per each item. The system will automatically multiply with Quantity and applicable GST and TCS by using the following formulae and the MSTC website will display the final amount. E.g.: Sl. No: C.9 = (a * Quantity * 1.19)
D	Comprehensive AMC			
10.	Comprehensive Annual Maintenance Contract charges (including spares) for each above 1.5 TR Inverter split AC as per tender conditions. These rates will be applicable after expiry of guarantee period and valid for 1 st year CAMC.	30	Nos.	Please quote the rate per unit (a) excluding GST for each item. The system will automatically multiply with Quantity and applicable GST by using the following formulae and the MSTC website will display the final amount. E.g.: Sl. No: D.10 = (a * Quantity * 4.9414 * 1.18)

Place:

Signature of the Contractor / Firm with seal

Date:

Rates are to be quoted without GST for all items and without GST and TCS (in case of buyback) in the designated rows in online mode only.

(This format is given only for illustrative purpose. Rates are to be quoted only online in the Price Bid format in MSTC Portal. Bidders should not fill-in and attach price bid along with Part – I documents. Submitting price bid other than online through MSTC Portal shall lead to disqualification of Tender).