



भारतीय रिजर्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

ई-निविदा सूचना

भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा

1. भारतीय रिजर्व बैंक, चंडीगढ़ अपने मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के लिए पात्र एवं इच्छुक फर्मों से ई-निविदाएँ आमंत्रित करता है। कार्य की अनुमानित लागत ₹13.46 लाख मात्र (जी.एस.टी सहित) है।
2. यह एक खुली ई-निविदा है। केवल वे इच्छुक एवं पात्र फर्मों जो कि MSTC पोर्टल पर पंजीकृत हैं, ई-निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज़ वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध हैं।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग-। में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिनपर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग-॥ में बैंक की मात्राओं की अनुसूची निर्धारित की जाएगी और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।
4. पात्रता मानदंड को पूरा करने वाली फर्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को **15 मई 2025 पूर्वाह 11:00 बजे** तक या उससे पहले सभी आवश्यक दस्तावेज़ों को <https://www.mstcecommerce.com/eprocn> पर अपलोड करना होगा।
5. निविदा के भाग-। को **15 मई 2025 को अप्राह 03:00 बजे** MSTC portal पर खोला जाएगा। निविदा की समय-सारणी निम्नानुसार है:-

(क)	ई-निविदा सं	RBI/Chandigarh Office/Estate/2/25-26/ET/11	Regional
(ख)	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाईन https://www.mstcecommerce.com/eprocn पर भाग। - तकनीकी वाणिज्यिक बोली तथा भाग ॥ - मूल्य बोली	
(ग)	अनुमानित लागत	₹13.46 लाख (रूपये तेरह लाख छियालीस हजार मात्र)	
(घ)	निविदा दस्तावेज़ बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	07 अप्रैल 2025 साँय 05:00 बजे से	
(ङ)	बयाना राशि (केवल NEFT/DD के माध्यम से)	₹26,920/- (रूपए छब्बीस हजार नौ सौ बीस मात्र) लाभार्थी का नाम- भारतीय रिजर्व बैंक	

		IFSC Code: RBIS0CGPA01 (पांचवा और दसवां अंक शून्य है) खाता संख्या: 186003001
(च)	बयाना राशि जमा करने की अंतिम तिथि	14 मई 2025
(छ)	https://www.mstcecommerce.com/eprocn पर ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तिथि	07 अप्रैल 2025 साँय 05:00 बजे से
(ज)	बोली पूर्व बैठक की तिथि एवं समय	05 मई 2025 पूर्वाह्न 11:00 बजे स्थान: सम्पदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेट्रल विस्टा, सेक्टर - 17, चंडीगढ़
(झ)	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तिथि	15 मई 2025 को पूर्वाह्न 11:00 बजे तक
(झ)	i) ई-निविदा का भाग-। (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि ii) भाग ॥ - (मूल्य बोली) खोलने की तिथि	15 मई 2025 को अप्राह्न 03:00 बजे भाग । में अपलोड किए गए दस्तावेजों की समीक्षा के बाद भाग ॥ केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनके भाग । के साथ अपलोड किए गए दस्तावेजों की जांच के पश्चात स्वीकार्य पाया जाएगा जिसकी सूचना पात्र बोलीदाताओं को ईमेल/पत्र के माध्यम से अलग से दी जाएगी।
(ट)	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा।

सभी इच्छुक कंपनियों / एजेंसियों / फर्मों को MSTC Ltd के माध्यम से उपर्युक्त वेबसाइट के द्वारा निविदा प्रक्रिया में भाग लेने के लिए अपना पंजीकरण कराना होगा। कृपया यह भी ध्यान दें आगे का परिशिष्ट केवल भारतीय रिज़र्व बैंक की वेबसाइट और MSTC वेबसाइट पर प्रकाशित किया जाएगा। बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक को बिना कोई कारण बताए किसी भी निविदा या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक, चंडीगढ़



भारतीय रिजर्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पूसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु
ई-निविदा

E-Tender

**for Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for
CCTV server room at the Bank's Main Office Building in Chandigarh**

Tender No: RBI/Chandigarh Regional Office/Estate/2/25-26/ET/11

(भाग I तकनीकी-वाणिज्यिक बोली) / (Part-I Techno-commercial Bid)

बोलीदाता का नाम: _____
पता: _____
ईमेल: _____
दूरभाष: _____

बोली पूर्व बैठक का समय एवं स्थान	05 मई 2025 को पूर्वाह्न 11:00 बजे स्थान : संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिजर्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	15 मई 2025 को पूर्वाह्न 11:00 बजे तक
निविदा का भाग I अर्थात तकनीकी-वाणिज्यिक बोली खोलने की तिथि:	15 मई 2025 को अप्राह्न 03:00 बजे

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/price bid will be directly filled at the MSTC site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating the Part I and Part II of tender.

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अस्वीकरण / **DISCLAIMER**

भारतीय रिजर्व बैंक, सम्पदा विभाग, चंडीगढ़ ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिजर्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानते हैं, न तो भारतीय रिजर्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसियों और न ही उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से कोई भी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के संबंध में कोई वारंटी या नुमाइंदगी, व्यक्त या निहित प्रदान करता है।

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

इस दस्तावेज़ का प्रयोजन सम्पूर्ण जानकारी प्रदान करने का नहीं है। इच्छुक पार्टियों से अपनी स्वयं की पूछताछ करना अपेक्षित है। इस ई-निविदा के प्रत्यर्थी को अपनी स्वयं की पूछताछ करने की आवश्यकता है और उन्हें केवल खाली ई-निविदा दस्तावेज़ों / फार्मॉ में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा सम्यक उद्यम का पालन नहीं किया जाता है तो भारतीय रिजर्व बैंक ज़िम्मेदार नहीं होगा।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents. यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिजर्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है।

The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिजर्व बैंक परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

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

Table of Contents

Sr. No.	Description	Page No.
1	भाग-। (टेक्नो-कमर्शियल बोली)	1
2	अस्वीकरण	2
3	Table of Contents	3
4	ई-निविदा सूचना	4
5	E-Tender Notice	6
6	ई-निविदा की अनुसूची	8
7	Important Instructions Regarding E-Tender	10
8	Section I Form of tender	16
9	Section II Commercial conditions & General instructions to tenderers	19
10	Section III The Conditions Hereinafter Referred To	38
11	Section IV Commercial Checklist	60
12	Section V Schedule of Technical Deviations	61
13	Section VI Technical Specifications	62
17	Annexure- I Proforma of details for Prequalification	70
18	Annexure-II Client's certificate regarding performance of contractor	72
19	Annexure-III Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit	74
20	Annexure-IV Proforma of Bank Guarantee for Security Deposit	76
21	Annexure-V Proforma of undertaking for maintenance confirmation by the tenderer	80
22	Annexure-VI Proforma of bankers' certificate from a scheduled bank	81
23	Annexure-VII Proforma for power of attorney for signing of proposal	82
24	Annexure-VIII Draft Articles of Agreement	83
25	Annexure-IX Draft Articles of Agreement for Annual Maintenance Contract.	97
26	Annexure-X Proforma for Undertaking/ Declaration/ Certificate by the bidder regarding country sharing land border with India	103
27	Annexure-XI Undertaking regarding declaration of debarment by public institution(s)	105
28	Annexure-XII Undertaking regarding Site Visit by The Tenderer in Order to Understand the Work	106
29	Annexure-XIII Proforma for Indemnifying the Employer against non-compliance to Contract labour Rules / Regulations.	107
30	Annexure XIV Proforma for Indemnifying the Employer against Patent Right.	108
31	Annexure XV Undertaking by manufacturer of Precision AC units regarding the manufacturer's obligation to extend uninterrupted after sales service to RBI	109
32	Part-II (Price Bid)	110



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सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

ई-निविदा सूचना

भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा

1. भारतीय रिजर्व बैंक, चंडीगढ़ अपने मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2×3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के लिए पात्र एवं इच्छुक फर्मों से ई-निविदाएँ आमंत्रित करता है। कार्य की अनुमानित लागत **₹13.46 लाख मात्र** (जी.एस.टी सहित) है।
2. यह एक खुली ई-निविदा है। केवल वे इच्छुक एवं पात्र फर्मों जो कि MSTC पोर्टल पर पंजीकृत हैं, ई-निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज़ वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध हैं।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग - I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिनपर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग- II में बैंक की मात्राओं की अनुसूची निर्धारित की जाएगी और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।
4. पात्रता मानदंड को पूरा करने वाली फर्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को **15 मई 2025 पूर्वाह 11:00 बजे** तक या उससे पहले सभी आवश्यक दस्तावेजों को <https://www.mstcecommerce.com/eprocn> पर अपलोड करना होगा।
5. निविदा के भाग-I को **15 मई 2025** को अप्राह 03:00 बजे MSTC portal पर खोला जाएगा। निविदा की समय-सारणी निम्नानुसार है:-

(क)	ई-निविदा सं	RBI/Chandigarh Office/Estate/2/25-26/ET/11	Regional Office/Estate/2/25-26/ET/11
(ख)	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाईन https://www.mstcecommerce.com/eprocn पर भाग। - तकनीकी वाणिज्यिक बोली तथा भाग II - मूल्य बोली	
(ग)	अनुमानित लागत	₹13.46 लाख (रूपये तेरह लाख छियालीस हजार मात्र)	
(घ)	निविदा दस्तावेज बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	07 अप्रैल 2025 साँय 05:00 बजे से	
(ङ)	बयाना राशि (केवल NEFT/DD के माध्यम से)	₹26,920/- (रूपए छब्बीस हजार नौ सौ बीस मात्र)	

		लाभार्थी का नाम- भारतीय रिज़र्व बैंक IFSC Code: RBIS0CGPA01 (पांचवा और दसवां अंक शून्य है) खाता संख्या: 186003001
(च)	बयाना राशि जमा करने की अंतिम तिथि	14 मई 2025
(छ)	https://www.mstcecommerce.com/eprocn पर ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तिथि	07 अप्रैल 2025 साँय 05:00 बजे से
(ज)	बोली पूर्व बैठक की तिथि एवं समय	05 मई 2025 पूर्वाह्न 11:00 बजे स्थान: सम्पदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर - 17, चंडीगढ़
(झ)	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तिथि	15 मई 2025 को पूर्वाह्न 11:00 बजे तक
(अ)	i) ई-निविदा का भाग – I (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि ii) भाग II – (मूल्य बोली) खोलने की तिथि	15 मई 2025 को अप्राह्न 03:00 बजे भाग I में अपलोड किए गए दस्तावेजों की समीक्षा के बाद भाग II केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनके भाग I के साथ अपलोड किए गए दस्तावेजों की जांच के पश्चात स्वीकार्य पाया जाएगा जिसकी सूचना पत्र बोलीदाताओं को ईमेल/पत्र के माध्यम से अलग से दी जाएगी।
(ट)	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा

सभी इच्छुक कंपनियों / एजेंसियों / फर्मों को MSTC Ltd के माध्यम से उपर्युक्त वेबसाइट के द्वारा निविदा प्रक्रिया में भाग लेने के लिए अपना पंजीकरण कराना होगा। कृपया यह भी ध्यान दें आगे का परिशिष्ट केवल भारतीय रिज़र्व बैंक की वेबसाइट और MSTC वेबसाइट पर प्रकाशित किया जाएगा। बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक को बिना कोई कारण बताए किसी भी निविदा या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक, चंडीगढ़



भारतीय रिजर्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

E-Tender Notice

Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh

Reserve Bank of India, Chandigarh (the Bank) invites e-tender from eligible and willing firms for undertaking "Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh". The work is estimated to cost **₹13.46 lakh** (including GST) only.

2. It is an open e-tender. Only those interested and eligible firms, which are registered on MSTC portal will be able to take part in the tender process. The tender document is available on website www.rbi.org.in for download.
3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.
4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at <https://www.mstcecommerce.com/eprocn/> on or before **May 15, 2025 11:00 AM**.
5. Part-I of the e-tender will be opened on **May 15, 2025 at 03:00 PM** on MSTC website. The timeline of the tender is as follows:

A	E-Tender No.	RBI/Chandigarh Regional Office/Estate/2/25-26/ET/11
B	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II -Price Bid through MSTC Portal (https://www.mstcecommerce.com/eprocn/)
C	Estimated Cost	₹13.46 lakh (Rupees Thirteen Lakh Forty-Six Thousand Only) (Including GST)
D	Date of availability of E-Tender Document for download on MSTC portal	April 07, 2025 from 05:00 PM onwards
E	Earnest Money Deposit (Only through NEFT/DD)	₹26,920/- (Rupees Twenty-Six Thousand Nine Hundred Twenty Only) by NEFT to Beneficiary Name: RBI Chandigarh Beneficiary A/c No: 186003001

		IFSC: RBIS0CGPA01 (5th and 10th being zero) Note: Kindly mention your name/company name in the NEFT Transaction remarks.
F	Last date of submission of EMD	May 14, 2024
G	<u>Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at</u> <u>https://www.mstcecommerce.com/eprocn</u>	April 07, 2025, from 05:00 PM onwards
H	<u>Date and time of pre-bid meeting</u>	May 05, 2025 at 11:00 AM Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
I	<u>Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid</u>	May 15, 2025, till 11:00 AM
J	a. Date and Time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	May 15, 2025, at 03:00 PM After review of the documents uploaded in Part I, Part II will be opened only for those bidders who are found acceptable after scrutiny of the documents uploaded along with Part I which will be informed to the eligible bidders separately through email/letter.
K	Transaction fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited

All interested companies/agencies/ firms must register themselves with MSTC Ltd. Through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and MSTC website. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to reject any tender or all tenders without assigning any reason.

**Regional Director
Reserve Bank of India, Chandigarh**



ई-निविदा की अनुसूची

1. ई-निविदा नंबर	RBI/Chandigarh Regional Office/Estate/ 2/25-26/ET/11
2. कार्य का विवरण	भारतीय रिज़र्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा
3 ई-निविदा का प्रकार	ई-प्रापण प्रणाली (ऑनलाइन) https://www.mstcecommerce.com/eprocn पर भाग I - तकनीकी वाणिज्यिक बोली तथा भाग II - मूल्य बोली
4. वेबसाइट पर ई-निविदा शुरू होने की तिथि उपलब्ध NIT की तारीख	07 अप्रैल 2025 को सायं 05:00 बजे से
5. बोली पूर्व बैठक की तिथि एवं समय	05 मई 2025 को पूर्वाह्न 11:00 बजे स्थान: सम्पदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर - 17, चंडीगढ़
6. अनुमानित लागत	₹ 13.46 लाख (रूपये तेरह लाख छियालीस हजार मात्र) (जी.एस.टी सहित)
7. बयाना राशि (केवल NEFT/DD के माध्यम से)	₹26,920/- (रूपए छब्बीस हजार नौ सौ बीस मात्र) लाभार्थी का नाम- भारतीय रिज़र्व बैंक IFSC Code: RBIS0CGPA01 (पांचवा और दसवां अंक शून्य है) खाता संख्या: 186003001
8. बयाना राशि जमा करने की अंतिम तिथि	14 मई 2025
9. परफॉर्मेंस बैंक गारंटी (PBG)	अनुबंध राशि का 5%.
10. काम शुरू करने के लिखित आदेश की तारीख से चौदहवें दिन से काम पूरा करने के लिए समय की अनुमति	60 दिन
11. ऑनलाइन ई-टेंडर शुरू होने की तारीख (टेक्नो-कमर्शियल बिड और फाइनेशियल बिड जमा करने के लिए) https://www.mstcecommerce.com/eprocn/	07 अप्रैल 2025 सायं 05:00 बजे से
12. टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	15 मई 2025 को पूर्वाह्न 11:00 बजे तक
13. भाग-I (अर्थात टेक्नो-कमर्शियल बोली) के खुलने की तिथि और समय	15 मई 2025 को अप्राह्न 03:00 बजे

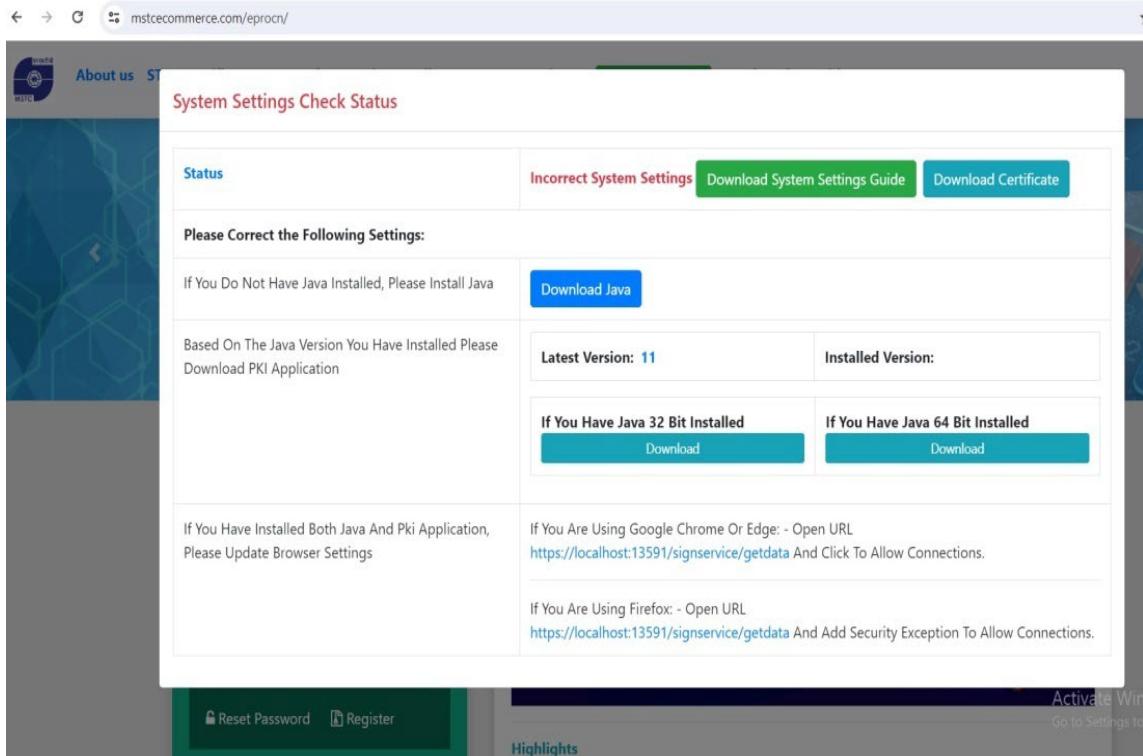
<p>14. भाग-॥ (अर्थात मूल्य बोली) के खुलने की तिथि और समय</p>	<p>भाग । में अपलोड किए गए दस्तावेजों की समीक्षा के बाद भाग ॥ केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनके भाग । के साथ अपलोड किए गए दस्तावेज़ों की जांच के पश्चात स्वीकार्य पाया जाएगा जिसकी सूचना पात्र बोलीदाताओं को ईमेल/पत्र के माध्यम से अलग से दी जाएगी।</p>
<p>15. लेन-देन शुल्क</p>	<p>अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा</p>

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Chandigarh. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-Tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, CHANDIGARH is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/</p> <ol style="list-style-type: none">1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt depts. → RBI CHANDIGARH → Register as Vendor Filling up details and creating own user id and password → Submit.2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. <p>In case of any clarification, please contact MSTC/RBI, CHANDIGARH, (before the scheduled time of the e- e-Tender).</p> <p>Contact details:</p> <p>a) <u>Contact person (MSTC Ltd.) for Vendors:</u></p> <p>(i) HO Central Help Desk:</p> <p>Phone Number :07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>Availability</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>ii) Mr Keshav Arora, Deputy Manager, cdgopn1@mstcindia.in; 9830430434,</p> <p>iii) Mr Pankaj Kumar, Deputy Manager, cdgopn2@mstcindia.in, 7229068247</p>
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	<p>Google hangout ID- (for text chat)- mstceproc@gmail.com.</p> <p>b) <u>Contact person at RBI (RO/TE)</u></p> <p>Contact person (RBI):</p> <p>i) Sh. Pushkar Pahwa (Asst. General Manager): (pushkarpahwa@rbi.org.in)</p> <p>ii) Nishant Pandey (AM-Elect.) 8866503556, (nishantpandey@rbi.org.in).</p> <p>iii) Sh. Apoorv Singh Sachan (JE-Elect.): 8424058450, (apoovsachan@rbi.org.in).</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available https://www.mstcecommerce.com/eprocn/</p>  <p>2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p>

	<p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, CHANDIGARH. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><u>Note:</u></p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All the entries in the e-tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.</p> <p><u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without payment of the transaction fee.</p> <p><u>NOTE:</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Vendors are instructed to use <u>Upload Documents</u> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <u>Attach Document</u> link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI CHANDIGARH and it will be deemed that the vendor has not</p>

	submitted the documents. For further assistance please follow instructions of vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, CHANDIGARH as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprocn of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in E-tender:</u></p> <p>a) Bidder)s(need to submit necessary EMD, E-Tender fees)If ANY(and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder)s(who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee->Common terms->Attach Documents->Price Bid.</p> <p>Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</p> <p>c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their</p>

price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Final Submission” button to register their bid

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

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

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

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

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.

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

i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

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

l) All the above Eligibility criteria papers duly signed and sealed on all pages shall be uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank. Further, the contractor should submit the original of the documents to the Bank when demanded for further tendering process.

m) The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so

	n) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, CHANDIGARH has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Regional Director
Reserve Bank of India
Chandigarh

Section I
Form of e-Tender

The Regional Director
Reserve Bank of India
Estate Department,
Chandigarh

Dear Sir / Madam,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing and Commissioning (SITC) of 2 x 3.5 Tr. Precision Air Conditioning Units at Main Office Building, Chandigarh.
(b)	Estimated cost	Rs.13.46 Lakh (Rupees Thirteen Lakh Forty-Six Thousand Only).
(c)	Mode of payment	As per clause 2.13 Commercial Conditions and General Instructions to Tenderers.
(d)	Earnest Money	₹ 26,920/-
(e)	Time allowed for completion of work	60 days from fourteenth day after the date of letter advising acceptance of e-Tender.

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between

the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma ([Annexure III](#)).

3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs.26,920 /-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is to be submitted in online mode.

Dated this _____ day of _____ 2025 (Two Thousand and Twenty Five).

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

name, address and date

(2) Signature with

name, address and date

Section II

Commercial Conditions and General Instructions to Tenderers

2.1 Commercial conditions:

2.1.1 e-Tenders are invited for Supply, Installation, Testing and Commissioning (SITC) of 2 x 3.5 Tr. Precision Air Conditioning Units at Main Office Building, Chandigarh for an estimated **capital cost of Rs.13.46 lakh** (Rupees Thirteen Lakh Forty-Six Thousand Only) from eligible firms. The Bank wishes to go for Supply, Installation, Testing and Commissioning (SITC) of 2 x 3.5 Tr. Precision Air Conditioning Units at Main Office Building, Chandigarh and accordingly invites e-Tenders from OEM or its authorised vendors.

2.1.2. Eligibility Criteria:

Only OEM/ Authorised dealers who fulfil the following criteria will be considered eligible to participate:

(i) Experience prior to five years: - The intending bidder must have experience of minimum 5 years' in the field of undertaking similar works viz *Supply, Installation, Testing & Commissioning of Precision AC units for the office buildings/commercial premises/industrial houses*. For establishing the same, the bidder should upload copies of work orders for such works, issued/ completed on or before March 31, 2020 and copy of the respective completion certificate.

Note:- Similar work means 'Supply, Installation, Testing & Commissioning of minimum 2 x 3.5 TR Precision AC units or more for the office buildings/ commercial premises/ industrial houses'.

AND

(ii) Qualifying Works :- The bidder must have successfully executed similar works during last 5 years, (i.e. works completed on or after March 31, 2020, individually costing as under:

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

OR

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

OR

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

(iii) Have a minimum yearly turnover of Rs.13.46 lakh or above during the last 3 financial years, (Copies of audited financial statements to be attached).

(v) Have a service set up at **Chandigarh/ Delhi NCR** for rendering after sales service. Undertaking with complete details (address, manpower etc.)

Only those tenderers who qualify as above will be eligible to submit tender for the work. A Tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.

2.1.2 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures and to be uploaded in Banks website.

2.2 Tenderers are advised to submit e-Tender on MSTC website (www.mstcecommerce.com). If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

2.3 e-Tenders (Part I and Part II) for “Supply, Installation, Testing and Commissioning (SITC) of 2 x 3.5 Tr. Precision Air Conditioning Units at Main Office Building, Chandigarh” should be submitted only online by **11:00 AM of May 15, 2025.**

2.4 a) The e-Tender should be uploaded online within the stipulated time / date.

b) On receipt of intimation from the Bank of the acceptance of his / their e-Tender, the successful Tenderer shall be bound to implement the contract and within fourteen days thereof. The successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding contract between the Reserve Bank of India and the person so Tendering whether such formal agreement is or is not subsequently executed.

c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such

deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

2.5 Part I – Technical & Commercial

2.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions shall be submitted online on MSTC portal. Earnest money, however, needs to be deposited in person in case of Bank Guarantee to Estate Dept, Reserve Bank of India, Central Vista, Sector 17-A, Chandigarh, **on or before May 14, 2025.**

2.5.2 Part I of the e-Tender as submitted shall contain the following:

- a) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the e-Tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) A letter from the OEM, authorising the bidder to participate in the e-Tender along with a copy of the agreement with the OEM.
- d) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- e) The e-Tenderer should have maintenance set-up at Chandigarh/ New Delhi or NCR.
- f) Technical data sheet as given under Section VI (6B) shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate to be uploaded in MSTC portal.

2.5.3 Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.

2.5.4 The Tenderers are advised to submit the e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price

implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Chandigarh.**

2.6 Part II - Price

Part II containing price bid, which must be filled online.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). Change of terms & conditions and technical deviations, if any, found in e-Tender will not be considered and will be treated as null and void.
- (b) No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- (c) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived based on quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

2.7 Opening of e- Tender

Part I of the e-Tenders will be opened **on May 15, 2025 at 15:00 hrs.** in the presence of Tenderers. Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers. The Tenderers are advised to remain present during the opening of Part I and Part II of the e-Tenders.

2.9 Brief Scope of Work

2.9.1 The scope of work shall include the following.

- Delivery of all equipment, materials for the captioned work to Bank's site at RBI, Chandigarh including insurance, packing, handling, transporting, loading / unloading etc. at site.

- Installation, Testing, Commission of Precision Air Conditioning System and handing over the system to Bank.
- Providing regular Inspection and Upkeep of system inclusive of periodic service etc.

2.9.2 The Tenderer should indicate the complete description of the working of the system / sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

2.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.

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

2.10 Validity of e-Tender

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

2.11 Lowest e-Tender Not Necessarily to Be Accepted

2.11.1 The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.

2.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the e-Tender.

2.12 Earnest Money, Retention Money, Security Deposit & Security during Defect liability period

2.12.1 All Tenderers shall deposit Earnest Money of **₹ 26,920/-** by a NEFT / demand draft drawn in favour of Reserve Bank of India, payable at Chandigarh, from any Scheduled commercial Banks. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque. EMD of the successful bidder will be released on submission of Performance Bank Guarantee of 5 %

of the contract value as Security deposit (as per para 2.12.4). No interest will be paid on EMD. **EMD of the unsuccessful bidder(s) will be refunded by RBI, Chandigarh after award of work.**

2.12.2 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

2.12.3 Retention money During Defect Liability Period/ Warranty period:

To ensure due fulfilment of the terms and obligations of the defect liability period, retention money deposit (RMD) equal to 5% of the value of work executed shall be deducted from each RA Bill & final bill of the Contractor.

2.12.4 Performance Bank Guarantee:

in addition to the Retention Money Deposit, on receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and **within 14 days** thereof deposit, a **Performance Bank Guarantee (PBG) for an amount of 5% of the contract value** (capital cost of equipment only), in prescribed format (see [Annexure IV](#))/ or amount equivalent to PBG through online mode (NEFT), or alternative mechanism like withholding of an amount equivalent to PBG amount from vendor's bill, with explicit written consent of vendor, till sub-mission of PBG / completion of contractual obligations may also be considered, including charges / interest amount as detailed below in sub-para (a). This PBG will be held for the entire period of currency of contract **till DLP (Defect Liability Period)** for the due fulfilment of the contractual obligations by the contractor. The amount received through online mode / withheld from vendor's, with explicit written consent of the vendor in lieu of PBG shall be parked in Security Deposit Account.

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

This total amount (Performance Bank Guarantee + Retention Money) will be

termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release security deposit i.e. Performance Bank Guarantee and Retention Money (PBG +RM) after expiry of one year of the Defects Liability Period. The amounts retained by the RBI shall not bear any interest.

This PBG (as mentioned in clause 2.12.4) will be released after submission of Bank Guarantee mentioned in clause 2.12.5 below.

2.12.5 Bank Guarantee for fulfilment of obligations towards CAMC

To ensure due fulfilment of the terms and obligations of the AMC period of total 9 years (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit for an amount equal to 5 % of the value of work executed, which shall remain valid till the end of four years period from the day of end of defect liability period. ***The PBG (as mentioned in clause 2.12.4 above) shall be released only after submission of this Bank Guarantee.*** In case of non-receipt of this BG till 02 weeks prior to the expiry of PBG (at 2.12.4 above), the Bank (RBI Chandigarh) shall have the right to invoke the latter (PBG).

On eve of expiry of 05 years, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 05 years period.

2.13 Terms of Payment:

1. The payment for the works to be executed under this contract shall be made as following subject to statutory deductions-
 - a.) 60% of the quoted rates after receipt of the material at site and on submission of the following documents:
 - Manufacturer's Inspection and Test Certificates
 - Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems have been received at site in good condition, and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

- Policies of insurance as per e-Tender conditions.

b.) Balance 40% of the quoted rates against erection and testing, commissioning and handing over of the entire system.

2. Retention money of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of value of work executed as security deposit that shall be returned after successful completion of Defect liability period.

2.14 **Taxes:** The prices quoted shall be deemed to have GST taxes. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

2.15 **Insurance:**

The contractor should submit Insurance, insuring the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Bank" only. The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from the date of award of work. In default of the contractor, insuring as provided above, the Bank may so ensure the works and may deduct the premium paid from any money due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Bank in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over

the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per accident.

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

2.16 Completion Period

2.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it **shall be 60 days reckoned from the 14th day** after written order to commence the work is issued.

2.16.2 Liquidated Damages (LD)

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay **liquidated damages (LD)** as defined in "Appendix herein before referred to" the contract at the **0.25 percent per week** of cost of work executed for the period during which the said works shall so remain incomplete subject to a maximum of **10% of the accepted tender amount** and the Bank may deduct such damages from any money due to the Contractor.

2.16.3 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

2.17 Warranty/ Defects Liability Period.

2.17.1 (a) The entire system shall be warranted against any manufacturing/design/installation defects etc. for a minimum period of one year from the date of virtual completion. During this period any defect observed in the system shall be rectified within 01 day of the observation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. **The periodicity of service shall be Quarterly.**

(c) **Penalty** for delay in rectification of fault during DLP:

There will be a penalty of **Rs.500/- per day** subject to maximum of **10% of the quoted annual maintenance charges**, if the defect in the system is not rectified within the period of 1 day during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

2.18. Comprehensive Annual Maintenance Service Contract (CAMSC) after DLP period

The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job and service tax for maintenance shall be quoted in respective column in the BOQ.

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank conditions and scope of work for which are as under:

(a) Periodical (Quarterly) servicing /Health checkup of the system including spare part/ defective component replacement in the system/sub-assemblies if

found faulty at the during the course of maintenance contract and attending any number of break down calls along with replacement of all spare parts of including all electromechanical parts, Filters, compressor, fan motor, heaters, blade capacitor etc. electronic parts, PCB's, VFDs, controller cards, LCD display, remote, electrical spare parts, wires (indoor to outdoor), drain pipe etc. as per requirement.

- (b) Checking of PAC units comprising of Air-cooled condensers.
- (c) Checking of electrical connections at main switch, wiring, and cooling efficiency.
- (d) Checking and cleaning of indoor unit, outdoor unit, including blower, condensation unit, coil, fan, air filter, evaporator coil. Water pressure pump shall be used to clean the coils etc.
- (e) Checking of abnormal noise due to bearing failure, oiling of motor etc.
- (f) Topping up of refrigerant gas as and when required to maintain efficiency of all units as per OEM standard.
- (g) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.

(h) Penalty for delay in rectification during CAMS:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 1 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day subject to maximum of 10% of the overall annual maintenance charges, if the defect in the system is not rectified within the period of 1 days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

(i) Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be **made on quarterly basis** on rendering satisfactory service.

(j) The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contact period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15 + 60 \times (EPIC/EPIP) + 25 \times (CPIc/CPIp)) / 100]$	
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 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.

2.19 Packing and Despatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's office building and residential building, Chandigarh.

2.20 Signing of Contract Agreement

2.20.1 The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

2.20.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

2.20.3 The e-Tender submitted on behalf of a firm shall be signed by the contractor (in case of individual), all the partners of the partnership firm/directors of the company or a partner/ director who has the necessary authority on behalf of the firm/company to enter into the proposed contract. Otherwise, the e-Tender may be rejected.

2.20.4 On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed. The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.

2.20.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor

2.21 Sufficiency of Schedule of Quantities

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

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

2.22 **Language** - The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English.

2.23 **Right to Accept Part e-Tender** - The Bank reserves the right to accept the e-Tender either in whole or in part at the same prices quoted by the Tenderer.

2.24 **Evaluation of e-Tender**

e-Tenders will be evaluated based on capital cost of the system and considering the effect of comprehensive annual maintenance service charges (CAMC) for 09 years additional one-year DLP. e-Tenders will, therefore, be evaluated based on the total owning cost which will be arrived at as under:

Total owing cost = Quoted capital cost + NPV of service contract charges for 9 years = Quoted capital cost + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF)
(MF = 7.03)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	10 years (9 years CAMC + 01 years DLP period) from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of service

2.25 **Other Issues**

The Contractor shall carry out all the work strictly in accordance with the approved specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Bank, the Contractor shall carry out the same without any extra charge.

2.26 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each e-Tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire e-Tender.

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

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

2.29 **Minimum wages to the workmen:** The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

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

2.31 The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

2.32 **Pre-Bid Meeting:** e-Tender briefing meeting of the intending Tenderers will be held offline **at 1100 hours on May 05, 2025** in Estate Department, Chandigarh to clarify any point/doubt raised by them in respect of the e-Tender. No separate communication will be sent for this meeting. All the intending Tenderers are advised to be present and study the e-Tender documents. They may indicate any

points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's e-Tender conditions/specifications in their technical (Part I) and Price bids (Part II).

2.33 **Drawings and Documents:** The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. The tenderer shall be responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank and returned to the tenderer within two weeks of receipt, duly approved or with observations.

2.34 **Taxes and subsidies:**

2.34.1 The prices quoted for the work shall include GST and other applicable taxes or any other taxes/duties imposed by Central /State Government/ Local Bodies, charges for labour, transport, insurance charges etc till the work is finally handed over to the Bank. If the Bank is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(GST), Service Tax under reverse mechanism or any other similar taxes, which is or becomes payable by the Bank, the same shall be deducted from the bills of the contractor. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and works contract tax/GST etc. whatever applicable will be deducted at source.

2.34.2 The rates quoted for the work shall be firm till handing over of all the systems. No claim in respect of any statutory variations in the existing tax/duties/ imposition of new tax etc. shall be entertained during execution of the work.

2.34.3 Any statutory variations in the existing tax rates/ imposition of new tax applicable the Comprehensive Annual Maintenance Contract shall be adjusted during the AMC period from the date of such variations, subject to submission of documentary evidence for the same along with the claim.

2.35 **Import and Export License**

2.35.1 Import Licence, if required, will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import licence shall be the sole responsibility of the tenderer.

2.35.2 The Tenderer shall obtain and maintain the necessary license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain licence shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the licence, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

2.36 Inspection of materials/work at site

2.36.1 Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer-In-Charge of the project at the manufacturers' works and then cleared for shipment. The contractor shall offer to the inspector, at contractor's cost all reasonable facilities as may be necessary for inspection and satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the particular specifications attached to this tender document. All the expenditure for Bank's engineer visit and stay shall be borne by the Bank. The Bank's engineer shall inspect the materials at site also after delivery before the same is used in the work.

2.36.2 The Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

2.36.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

2.36.4 The Bank's Engineer shall have the power-

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification.
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

2.37 **Consequence of rejection:** If on the equipment or a part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion

of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.

2.38 **Bank's Engineer's decision as to rejection final:** - The Bank's Engineer's decision as regards the rejection shall be final (in writing) and binding on the contractor subject to contractor's appeal.

Date:

Signature of the firm

Place:

(By a person holding the Authority/Power of attorney)

Section-III

The Conditions Hereinbefore Referred To

Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
 - (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
 - (b) "Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
"Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
"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 erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
 - (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address 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 Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
 - (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar 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 accounts shall be held to mean rates or prices so arrived at.

(h) "The works" Shall mean the Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

Contractor 's Duties

2. Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workmen's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

3. The Contractor shall submit a statement of variations giving a 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 it.

Drawings, Schedule of Quantities & Agreement

4. The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

Work sequence

5. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 20 weeks as per the approved schedule. The schedule time frame starts

after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of Estate

6. The site of the work is an occupied building. Contractor's use of Estate shall be subject to following: -

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of building or the operations of other trades.
- Obtain and pay for use of additional storage or work areas needed for operations.

Contractor to provide everything necessary at his cost

7. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal office functions

8. This project is a Precision AC unit installation work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

9. If the contract includes works, which will be disruptive and would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete over occupied portions of the

building. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender.

10 The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

Protection of Work and Property

11 The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

Authorities, Notices and Patents

12. 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, 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 receive such instructions within ten days, 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. 20 thereof.

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 rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Setting out of work

13. The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

Materials and workmanship to conform the descriptions

14. 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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

Contractor's superintendence and representative on the works

15. The Contractor shall give all necessary personal superintendence during the execution of the works, and as 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 at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Dismissal of Workmen

16. The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

Access to Works

17. The Employer and their respective representatives shall at all reasonable times have free access to the works and/or 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 and their representatives necessary for inspection 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.

Assistant Manager (Tech)/ J.E (Elec)

18. The term "Assistant Manager (Tech) / J.E (Elect)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager (Tech) / J.E (Elect), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech) / J.E (Elec) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech) / J.E (Elec) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech) / J.E (Elec) 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 any stage of the works or after the same is completed.

Assignments and Sub-letting

19. 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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
20. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 24 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

21. 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 24 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.

Sufficiency of Schedule of Quantities

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

Measurement of Works

23. The Assistant Manager (Tech) / J.E (Elec) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech) / J.E (Elec) 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 Assistant Manager (Tech) / J.E (Elec) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

Prices for extra etc. ascertainment of

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
(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 the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the “period of final measurement” stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

24. The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 12 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

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

25. Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the 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.

Removal of improper work

26. 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the 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.

Defects after virtual completion

27. Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as

shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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 as Security Deposit 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 material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses 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 provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of virtual completion and Defects Liability Period

28. The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

Nominated Sub-Contractor

29. All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are 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 whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

Other persons employed by Employer

30. The Employer reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. 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.

Insurance in respect of damage to person and property

31. The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include *inter alia* any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk **in the joint names of the Employer and the contractor (the name of the RBI being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other

third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

- 32 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor

shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

33. Date of Commencement and Completion: The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

34. Damages for Non-completion:

If the Contractor fails to complete the work by the date as stipulated in the Contract or within any extended time under relevant Clause and the Employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" to be levied at 0.25% per week of the cost of work executed, subject to a maximum of 10% of the Contract amount for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

35. Delay And Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

Failure by Contractor to comply with Employer's instructions:

36. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings/ instructions and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection

therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer:

37. 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 supervision 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 Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm 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 Contractor,

Or shall assign or 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,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters 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 and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently

executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor:

38. If 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 24 hereof.

Certificates and Payments:

39. The Contractor shall be paid by the Employer from time to time by instalments 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 Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in

writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer 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 after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 27 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

Delayed Payment:

40. Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named 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 such sum ought to have been paid by the Employer until the payment.

Matters to be finally determined by Employer:

41. The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9, 14, 21, 23, 34, 41 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, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 42 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by Arbitration:

42. 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 Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 41 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party 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 is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration

under this clause shall be a condition precedent to any right of action under the contract.

The venue of arbitration shall be Chandigarh, INDIA.

Right of technical scrutiny of final bill:

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

Employer entitled to recover compensation paid to workmen:

44. If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications 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 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 to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of Works:

45. If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer 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 might have derived from the execution of the whole works.

Return of surplus materials:

46. Notwithstanding anything contained to the contrary 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 purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose 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 Employer having due regard to the condition 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 permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages

or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

Right of Employer to terminate Contract in the event of death of Contractor, if individual

47. 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.

Accident Reports

48. In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Marginal Notes

49. The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

Progress of Work

50. Upon award of work, the Contractor shall submit the bar chart/Gantt's chart for completion schedule within 10 days from the day of issue of work order. Such chart shall include all activities, in Contractor's as well as in Bank's scope, like the date of factory inspection test, date of delivery of material at site, item wise completion of work etc.

51. A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- i. failed to disclose conflict of interest failed to disclose any previous transgressions made in respect of the provisions of sub-clause
 - (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Place:

Date:

Signature of the Tenderer with Seal.

Safety Code

1. The contractor shall provide necessary face masks, gloves and other necessary protective coverings to his workers.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractors.
3. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials, paints & primer etc.) shall be provided with protective footwear, rubber hand-gloves, etc.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. All the workers shall wear helmet & safety belts while working at site.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
15. This is an occupied premises and access to site will be provided based on convenience of the Bank.

Place:

Signature of Contractor with Seal

Name & Address

Date:

Telephone / Mobile No.

Fire Safety Code

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

Appendix

The condition Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	60 days
3.	Date of Commencement	14 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Rate of liquidated damages for non-completion of work.	0.25 percent per week of cost of work executed delay subject to a maximum of 10% of the accepted tender amount.
6.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
7.	Interest for delayed payment	3% per annum

Place:

Seal & signature of Contractor

Date:

SECTION-IV
Commercial Check List

S.N.	Description	Bank's terms	Whether acceptable to the tenderer (indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	₹ 26,920/-	
3.	Prices	Shall remain fixed for the entire period of contract.	
4.	Completion period	60 days from 14 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	0.25% per week of the cost of work executed subject to a maximum of 10% of accepted tender amount.	
6	Defect liability period	12 months from the date of issue of virtual completion certificate.	
8	Defect liability Period	One year after the date of virtual completion.	
9	Terms of payment	As per Section II Para 2.13	
10	Insurance	As per Section II Para 2.15	
11	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after the opening price bid.	
12	Performance Bank guarantee	As per Section II Para 2.12.4	
14	Retention Money	As per Section II Para 2.12.3	

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

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

Place/Date

Seal & Signature of Contractor

SECTION-V

Schedule of Technical Deviations

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

Schedule of Commercial Deviations

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

Seal & Signature of Tenderer

Name: _____

Designation :

Date : _____

SECTION - VI
Technical Specifications

6 (A) Scope of Work:

6.	Requirement of the Bank / specification of precision AC/Scope of the work:
6.1	<p>Background: The Bank, wants to install precision air conditioner front type for server room having minimum heat load of 3.5 TR and area of 130 sq feet approx. Raised floor to false ceiling bottom height is 10 feet approx. The area is on the third floor of Main office building. Precision Air Conditioning system must be designed to maintain inside conditions of $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$ and $\text{RH} \leq 50\%$ year-round for server room.</p>
6.2	<p>Requirement details of Precision AC</p> <ol style="list-style-type: none"> 1. Type: ceiling/bottom/front suspended / mounted 2. Tonnage: 3.5 TR minimum 3. Should have two units of minimum 3.5 TR each i.e. one unit work at a time. (1+1) redundancy. Having 24 hours duty cycle. 4. Outdoor unit shall be oversized unit to account for high ambient temperature of 48 degree C & indoor temperature i.e. server room of 20 degree C $\pm 1\%$. 5. Relative Humidity should be maintained between $50\% \pm 5\%$ inside the server room. 6. Unit should have following alarm : <ul style="list-style-type: none"> i) water leakage ii) high temperature & display should show the room temperature and relative humidity. 7. Approved make of Precision AC: Vertiv, Emerson, Schneider Uniflair, Swegon Blue box, Stulz, Climaveneta, GEA Denco.
6.3	<p>Scope of the work</p> <p>The Precision Air Conditioning system Bidder's scope of work shall include all items of work as per these specifications, terms and conditions of contract etc. as briefly described in Schedule of Quantities. This shall include, but not be restricted to the following:</p> <p>A) Supply, Installation, Testing & Successful commissioning of the following</p> <p>a. Precision Air Conditioning units (Indoor cooling unit & Air-Cooled Outdoor Condensing unit) with motors and Drives, outdoor stands, indoor stand etc.</p>

- b.** Copper pipes, Insulation for Refrigerant Piping, power cable indoor to outdoor unit & Nitrogen pressure testing.
- c.** Foundation bolts, Grouting, Vibration Isolators, Base Frames etc. for mounting the outdoor condensing unit, indoor Cooling Unit and other equipment.
- d.** Power supply & earthing of 3 phase, 415 volts, 50Hz AC shall be provided at one point near to outdoor/indoor unit as required by the Bank. Further distribution including cabling, cable trays etc. shall be in Precision Air Conditioning Bidder's scope.
- e.** Water supply point for precision unit shall be provided by the Bank.

B) Other activities:

- a.** Balancing of the entire Precision Air Conditioning installation.
- b.** All Minor Masonry, Carpentry and Civil works such as cutting opening in Masonry Walls, Internal Partitions, RCC Slabs etc. for Pipes and Cables and making them good the same to match existing works / décor shall be done by the Bidder, wherever asked for by the Engineer-in-Charge.
- c.** All other works associated with above items as per specifications, drawings and conditions of contract except those specifically excluded.
- d.** Drainage pipe from unit to drain sump.
- e Cleaning of site & handing over the works.
- f.** Test reports, operation and maintenance manual for the entire Precision Air Conditioning installation.
- g.** Training of Owner's Staff.

Bidders are requested to visit the site to ascertain the exact length and quantities of all the accessories required to successful installation of precision AC.

6.4 Cabinet Construction: The unit shall be powder painted panels with $\frac{1}{2}$ " (or 10 mm) insulation. A hinged control access panel opens to a second front panel which is a protection enclosure for high voltage components. The frame is painted with a powder coat finish to protect against corrosion. The unit shall be totally front and rear accessible including any component removal. Indoor unit having side panel double skinned with fibre glass insulation inside.

6.5 Refrigeration Circuit

The refrigeration system shall be of the direct expansion type and incorporate one or more hermetic scroll compressors, with independent evaporator coil circuit and outdoor

unit, complete with crankcase heaters. Compressors will be with necessary protection devices and valves complete. The system shall include auto reset HP control and LP switch, filter drier, auto reset low temperature switch, externally equalized electronic expansion valve, high sensitivity refrigerant sight glass, large capacity filter drier and charging/access ports in each circuit. Additionally, the system must be provided with vibration absorbers on the suction & discharge side of compressor piping to minimize chances of any leaks due to compressor vibrations during start / stop cycle; this must be in addition to the anti -vibration mounts provided for the compressors.

6.6 Evaporator Coil (Dx): The evaporator coil shall be constructed of rifled bore copper tubes and louvred aluminium fins, with the aluminium / GI frame. The coil should be straight/ slant coil configuration and drip tray should be fabricated from heavy gauge steel with powder coating to avoid corrosion. The drip trays must be double angled for condensate flow and easily removable for cleaning. The cooling coil shall be of suitable rows deep and designed for high sensible cooling. The refrigeration system shall be of the direct expansion type and incorporate one or more hermetic scroll compressors, complete with crankcase heaters. The system shall include a manual reset high pressure control; auto reset low temperature switch, externally equalized electronic expansion valve, high sensitivity refrigerant sight glass, large capacity filter drier and charging/access ports in each circuit.

6.7 Compressor: The compressors shall be of the high efficiency compliant digital scroll design. Each compressor shall have in-built overloads, HP and LP controllers and mounted on vibration isolators. Compressor can be single / double of the required capacity as per manufacturer standard.

6.8 Vibration Absorber:

- All units must have vibration Absorbers in compressor suction & discharge lines to prevent cracks on high pressure copper pipelines during start/stop cycle of the compressor. Power Monitoring Switch
- All units must be provided with CE certified main power line supervisor switch to monitor under voltage / over voltage / phase reversal of incoming power supply. Provision of one common power monitoring device in electrical panel will not be acceptable. The switch provided must be of reputed make and complying with EU norms.

6.9 Fan and Motor:

Unit must be provided with **AC fans or** direct drive backward curved fans each running with DC drive electronically communicated motors, the fans should be aligned and balance statically and dynamically. The fan speed must be controlled based on the room return air Temperatures and also must have automatic speed control/**fix speed** without manual intervention. Units shall be factory balanced in accordance with Section 15071, Mechanical Sound and Vibration Control. Only direct drive fans to be provided in offered units and centrifugal fans with belt drive is strictly not acceptable. Noise Level: 70 db from 1 MT of unit in free field conditions.

6.10 Accessibility: Service Area:

- The unit shall be accessed from front which will be enabling to access all the main components of the machine from the front for installation purposes and routine servicing.
- The unit shall be serviceable from the front with a maximum service space required of 1 mtr.

6.11 Humidification:

- Humidity shall be achieved by using **Infrared** humidifier. The Humidifier operation should have periodic flushing cycle. The Humidifier should guarantee a perfect efficiency with low energy consumption and greater durability of components. The humidifier shall be fully serviceable with replaceable electrodes.
- Steam humidifier with Infrared lamps having function of auto drain and proportional control for capacity complete with steam supply and water drain hose pipe. De-Humidification.
- De- Humidification to be achieved by controlling the evaporator fan speed or by reducing the operating surface temperature in a section of the refrigerator coil by means of a solenoid valve on the suction header. Full airflow of the unit will be maintained at all times to ensure consistent air distribution to the conditioned space.

6.12 Filtration

- Filtration level should be of 90% - 10 microns. Filter should be of HDPE media & washable type. Filters with combustible / dry disposable media are strictly not accepted. Electrical Panel Control cabinet to be provided with Type 2 enclosure, with grounding lug, combination magnetic starters with overload relays, circuit breakers and cover interlock, and fusible control circuit transformer.
- The electric panel provided for the unit must be equipped with main incoming power isolation switch, additionally the unit must be provided with under voltage / over voltage / phase reversal / single phasing protection. The electrical panel must also be providing with relay block for common alarm.

6.13 Air Cooled Condenser

- The condensers shall be factory matched to provide an operating range of (-) 5 °C to 48°C ambient. Condensers shall be suitable for 24-hour operation and be capable of providing vertical or horizontal discharge.
- The condenser frame shall be constructed from heavy duty steel with powder coating to avoid corrosion and incorporate a copper tube and aluminium fin coil.
- The coil shall be a maximum of 6 rows deep, with a minimum fin spacing of 2.0 mm with a maximum face velocity of 3.6 m/s.
- The condenser fans shall be low profile, weather proof type incorporating high efficiency, direct drive, external rotor motors with axial blade fans operating at not more than 1440 rpm variable voltage electric motors.
- The condensers must be provided with electronically controlled fan speed controllers, the speed of fans must be controlled based on refrigerant pressure monitoring.

6.14 Micro Processor Controller

Air conditioning models should be controlled by microprocessor-based controller. It can be programmed to control the function of every device within the unit via I/O. The display and control buttons shall be accessible from the unit front without removing any external panels.

The controller shall feature ISP (Insystem-Programming) technology to support program upload via a PC. The controller shall allow setting and monitoring of the room parameters. Unit utilizes multiple temperature sensors shall be placed at the rack inlet, to ensure management and control of temperature by rack. Control strategies shall be microprocessor based programmable integrated differential controller (P-ID) with dew

point compensation for accurate temperature and humidity control. A selection of return or supply air control shall be provided to suit the application. The controller shall have a user-friendly menu driven interface with supporting help screens and shall use multi-protocol data communications. Access to the controller settings to prevent against unauthorized access.

► The control system shall allow programming of the following conditions: -

- Return / supply Temperature set point
- Return / supply Temperature band.
- Humidity Set point
- Humidity band

► Following features should be incorporated in the controller: -

- Status Report of the latest event-messages of the unit.
- Input for remote on-off and volt-free contacts for simple remote monitoring of low and high priority alarms: high / low temperature, high/low refrigerant pressure, fan / control failure, compressor / control failure.
- LAN management: functions provided as standard include stand-by (in case of failure of the unit in operation, the second one starts automatically), and automatic rotation. At least one unit in the LAN has to be equipped with Cold Fire large display.
- Automatic restart is provided after a power failure.

► Alarms: - The microprocessor shall activate an audible, visual and general alarm in the event of any of the following conditions.

- High Temperature
- Low Temperature
- High Humidity
- Low Humidity
- Loss of Air
- High Pressure
- Low Pressure
- Humidifier Low Water
- Water Under Floor

These alarms shall have selectable control action enabled, disabled or off.

► The unit shall also incorporate the following protections:

- Single phasing preventers.

- Reverse phasing
- Phase unbalancing
- Phase failure
- Overload tripping of all components

► Sequencing: The sequencing should be feature of the PAC units. The units shall be designed to work for equal no of run hours also in case of fault the standby unit should start.

Seal & Signature of Tenderer.

Name

Designation

Date

6 (B) Schedule of Technical Data Sheet: To Furnished By The Bidder

S N	Technical Specification	Data to be filled by the bidder
1	Name of the Precision AC Manufacturer	
2	Model No	
3	Manufacturer data sheet (containing drawing, technical data, performance, general, mechanical and electrical characteristics) submitted with the offer? (Yes/ No)	
4	Type of compressor: (Digital Scroll/Inverter Control)	
5	Refrigerant	
6	Evap (deg C)/ Cond(deg C)	
7	Cooling Capacity (Btu/Hr)	
8	Electrical Power Consumption (Watts)	
9	EER (Btu/Wh)	
10	Motor Supply	
11	Manufacturer Manual for installation and commissioning submitted with offer (Yes/ No)	
12	No of Compressors	
13	Air Circulation (m ³ /Hr)	
14	Noise Level (Indoor)	
15	Noise Level (outdoor)	
16	Dimension (Indoor unit)	
17	Dimension (outdoor unit)	
18	Operating ambient temperature range (whether -5 to 48 deg C)	
19	Whether the unit(s) are capable of maintaining indoor air conditions (20°C ± 1°C and RH ≤ 50%) year-round in server room? (Yes/ No)?	
20	Whether the units are capable of functioning in one running and one standby mode with equal no. of daily run hours?	

Seal & Signature of Tenderer.

Name

Designation

Date

Proforma of Details for Pre-Qualification**1 Proforma for minimum 5 years of experience**

Copy of work/purchase order (work completed on or before March 31, 2020) of similar works and its completion certificate (of any amount) to be attached to prove the experience of five years in this field. **Also, provide copy of one work order of similar work issued/completed before March 31, 2020 to prove the experience of five years in this field.**

Sr. No.	Name of work and location	Name, Address and Contact details of the principal employer	Work order ref. No. & date	Stipulated date of completion	Actual date of completion

2 Proforma for similar work* executed during last 5 years

List of similar Works executed by the applicant during last five Years (i.e., during the period 31.03.2020 to 31.03.2025), to be considered for meeting the eligibility criteria as per format given below:

Sr. No.	Name of work and location	Name, Address and Contact details of the principal employer	Work order ref. No. & date	Value of work	Stipulated date of completion	Actual date of completion	Reason, if any, for delay in completion of work.

Similar Work*: Design, Supply, Installation, Testing and Commissioning of Precision AC units for large office buildings/ commercial premises/ institutional buildings during last 5 years (works completed on or after 31.03.2020 to 31.03.2025)

3 Financial Turnover details

S. No.	Financial Year	Turnover (Rs.)
1	2023-24	
2	2022-23	
3	2021-22	

1. Details of Service Set up in Chandigarh/ Delhi NCR.

S. No.	Address of Service Centre	Details of Contact Person (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for first level escalation (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for Second level escalation (Name, Designation, email-id, Contact No. etc.)

2. Proforma for Details of Bankers

Sr. No.	Particulars	Banker 1	Banker 2	Banker 3
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			

5 Complaint Escalation Matrix:

Sr.No:	Support Level	Name	Phone No.	Email ID
1				
2				
3				
4				

Signature of Tenderer:

Date:

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Contact No. & Email ID of the client

Details of Works executed by M/s

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

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

Note : All columns should be filled in properly
countersigned"

*

Reporting Officer* with Office seal

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

- **TDS certificate to be submitted for the works carried out for PVT. Firms/ organisations.**

Proforma for Bank Guarantee in lieu of Earnest Money Deposit

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

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

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer'), a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its tender for "**Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh**" and the specifications and terms and conditions enclosed therein.

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

NOW THIS GUARANTEE WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the tenderer for "**Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh**". The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective thereafter.
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 _____ till 2:00 PM (Indian Standard Time), the Surety shall be discharged from all liabilities under guarantee thereafter and the guarantee ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to the surety. The guarantee is to be returned to the surety within 15 days from the date it ceases to be in force. If the guarantee is not received by the surety within that date, it shall be deemed to be automatically cancelled.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

Proforma of Bank Guarantee for Security Deposit

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

No. _____

Date _____

To
The Regional Director
Reserve Bank of India,
Estate Department
Central Vista,
Sector 17A,
Chandigarh

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 its Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh as per their Tender No. _____ 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 No. _____ dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

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 _____

Proforma of undertaking for maintenance confirmation by the tenderer

To
The Regional Director
Reserve Bank of India,
Estate Department
Central Vista,
Sector 17A,
Chandigarh

Dear Sir/Madam

**Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units
for CCTV server room at the Bank's Main Office Building in Chandigarh**

We hereby undertake to maintain the 2 x 3.5 TR Precision AC units to be installed by us in your above premises satisfactorily, for a period of not less than 09 years after expiry of the defect liability/ warranty period at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices-based formula, as provided in the tender document.

We shall not fail to provide support in terms of spares etc. due to technological obsolescence or for any reason. We shall continue to provide all-inclusive service to your satisfaction, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

For _____

Authorised signatory

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)

To,
The Regional Director
Reserve Bank of India,
Estate Department
Central Vista,
Sector 17A,
Chandigarh

This is to certify that to the best of our knowledge and information M/s /Shri.....
...., a customer of our bank having marginally noted address, are/is respectable and
can be treated as good for any engagement up to a limit of ₹.....(Rupees
.....). This certificate is issued without any
guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank
(ii) In case of partnership firm, certificate to include names of all partners as
recorded with the Bank.

Annexure - VII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the tender for Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to the Bank, representing us in all matters before the Bank, and generally dealing with the Bank in all matters in connection with our proposal for the said Project.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

करारनामा का प्रारूप / Draft Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On ₹100/- stamp paper)

(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष 2025 के..... वें दिन एक पक्ष के तौर पर भारतीय रिजर्व बैंक, चंडीगढ़ (जिसे इसके बाद “बैंक” कहा गया है) और दूसरे पक्ष _____ (जिन्हें इसके बाद “संविदाकर्ता” कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____
between the Regional Director, Estate Department, Reserve Bank of India,
Chandigarh (hereafter called “The Bank”) of the one part and _____
_____ (hereinafter called “the Contractor”) of the other part.

जबकि नियोक्ता “भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य” कराने का इच्छुक है और रेखाचित्र एवं विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का उल्लेख है।

और जबकि उक्त रेखाचित्र, विनिर्देश, मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of carrying out the work of ‘Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank’s Main Office Building in Chandigarh’ and has caused drawings and specifications describing the works to be done.

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

और जबकि संविदाकर्ता इसमें निर्धारित की गई रेखाचित्रों, शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें समग्रतः इसके बाद “कथित शर्त” कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद ‘कथित संविदा राशि’ कहा गया है) पर करेगा।

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all

of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and / or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है :

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. निर्धारित शर्तों में उल्लिखित समय और तरीके से संविदा राशि को ध्यान में रखते हुए, बोलीकर्ता निर्धारित शर्तों के अनुसार और उनके अधीन निविदा रेखाचित्रों, विनिर्देशों में और मात्रा अनुसूची में यथा उल्लिखित कार्य को निष्पादित और पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and de-scribed in the said Specifications and the Schedule of Quantities.

2. नियोकता बोलीकर्ता को निर्धारित शर्तों में विनिर्दिष्ट समय और तरीके से देय संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा।

The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. भारतीय रिजर्व बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान करने और विभिन्न नियमों, शर्तों और संविदा की शर्तों को लागू करने के लिए सीधे व्यवस्था करेगा।

The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

4. उक्त शर्तों और इसके साथ संलग्न परिशिष्ट को इसके साथ पढ़ा जाए और उन्हें इस करार का एक हिस्सा माना जाएगा तथा पक्षकारों को उक्त शर्तों का पालन करना होगा और उक्त शर्तों के अनुसार क्रमशः अपने-अपने हिस्से का करार निष्पादित करना होगा।

The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide

by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. यहां करार और इसमें उल्लिखित दस्तावेज इस करार के आधार होंगे।

The agreement and documents mentioned herein shall form the basis of this Contract.

6. यह संविदा न तो कोई नियत एकमुस्त संविदा है, न ही खंडित कार्य संविदा है, बल्कि भारतीय रिज़र्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2 x 3.5 टन के पूसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के संबंध में संपूर्ण कार्य करने हेतु संविदा है, जिसके लिए भुगतान दर अनुसूची में दी गई दरों पर वास्तविक तयशुदा मात्रा और संभावित मात्रा के अनुसार अथवा निर्धारित शर्तों में किए गए प्रावधान के अनुसार किया जाना है।

This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of 'Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh' to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

7. संविदाकर्ता उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings 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.

8. नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है।

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.

9. समय अवधि इस करार का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 14वें दिन से कार्य प्रारम्भ कर देगा और समय के विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य 60 दिन के भीतर पूरा करेगा, अन्यथा नियोक्ता उक्त शर्तों के अनुसार परिसमापन क्षति की वसूली करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the fourteenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within 60 days subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

10. ठेकेदार एतदद्वारा कार्यादेश की तिथि के 14वें दिन से काम शुरू करने तथा 60 दिनों के भीतर कार्य पूर्ण करने के लिए, दोनों पक्षों द्वारा पारस्परिक रूप से तय लिखित रूप (यानी, समझौते के विलेख के माध्यम से या पत्रों / ईमेल के आदान-प्रदान द्वारा) में समय विस्तार के प्रावधानों के अधीन रहते हुए, सहमत है।

The Contractor hereby agrees to commence the work from 14th day of date of work award letter and to complete the entire work within 60 days subject nevertheless to the provisions for extension of time in writing by such form (i.e., by way of deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties.

11. कार्य, अनुबंध की निर्धारित अवधि के दौरान, सम्यक उद्यम के साथ किया जाएगा और यदि ठेकेदार निर्दिष्ट अवधि के भीतर काम पूरा करने में विफल रहता है, तो वह परिसमापन हर्जाने का भुगतान करने के लिए उत्तरदायी होगा। परिसमापन हर्जाने की वसूली निष्पादित कार्य राशि का 0.25% प्रति सप्ताह (या उसके भाग) होगी तथा अधिकतम स्वीकृत टैंडर राशि का 10% होगी और नियोक्ता ठेकेदार को देय किसी भी धन से ऐसे नुकसान की कटौती कर सकता है।

The work shall, throughout the stipulated period of the contract, be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages. The recovery of Liquidated Damages shall be 0.25% of the cost of work executed per week (or part thereof) and subject to a maximum 10% of the accepted tender amount and the Employer may deduct such damages from any money due to the Contractor.

12. इस संविदा के अंतर्गत नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल चंडीगढ़ में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Chandigarh.

13. इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे चंडीगढ़ में उत्पन्न हुए हैं और उन पर केवल चंडीगढ़ स्थित न्यायालयों को उन पर निर्णय देने का अधिकार होगा।

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

14. इस संविदा के अनेक हिस्से संविदाकर्ता द्वारा पढ़ लिए गए हैं और संविदाकर्ता द्वारा पूरी तरह से समझ लिए गए हैं। जब तक बैंक के इंजीनियर-इन-चार्ज ने लिखित रूप में विशेष निर्देश न दिए हो तब तक संविदाकर्ता को निविदा में उल्लिखित मात्राओं के परे भुगतान नहीं किया जाएगा।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-In-Charge.

15. गैर प्रकटीकरण खंड: संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके

तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

Non-Disclosure Clause: The Contractor shall not disclose directly or indirectly any in-formation, 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.

संविदाकर्ता अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अंदीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो।

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

अप्रकटीकरण और गोपनीयता संबंधी संविदाकर्ता की बाध्यता इस करार की समाप्ति/निरस्तीकरण, चाहे जिस वजह से हो, के उपरांत भी रहेगी।

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

16. कार्यस्थल पर महिलाओं का यौन उत्पीड़न:

Sexual Harassment Clause:

क) कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के पूर्ण अनुपालन का उत्तरदायित्व पूरी तरह से संविदाकर्ता का होगा। बैंक के परिसर के भीतर अपने किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की किसी शिकायत की स्थिति में संविदाकर्ता/ एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी।

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 employees 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 compliant.

ख) संविदाकर्ता के किसी पीड़ित कर्मचारी से बैंक के किसी कर्मचारी के विरुद्ध प्राप्त यौन उत्पीड़न संबंधी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

ग) संविदाकर्ता के कर्मचारियों की संलिप्तता की स्थिति में भुगतान किए जाने के लिए आवश्यक क्षतिपूर्ति के लिए संविदाकर्ता उत्तरदायी होगा, उदाहरण के लिए यदि संविदाकर्ता के किसी कर्मचारी द्वारा की गई यौन हिंसा प्रमाणित हो जाती है तो बैंक कर्मचारी को दी जाने वाली मौद्रिक राहत का भुगतान संविदाकर्ता द्वारा किया जाएगा।

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

घ) कार्यस्थल पर यौन उत्पीड़न तथा संबंधित मामलों के संबंध में अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकर्ता की होगी।

The contractor shall be responsible for educating its employees about Prevention of Sexual Harassment at workplace and related issues.

ङ) संविदाकर्ता अपने उन कर्मचारियों की पूर्ण और अद्यतन सूची बैंक को उपलब्ध कराएगा जिन्हें बैंक परिसर में काम पर लगाया गया है।

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

17. अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड्डताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. संविदाकार निम्न के संबंध में भारतीय रिजर्व बैंक के पक्ष में बीमा करवाएगा/संबन्धित दस्तावेज़ जमा करेगा और उसे लागू रखेगा:

- i) कार्य के निष्पादन से व्यक्ति या संपत्ति को हुये नुकसान से / दौरान होने वाली तीसरी पार्टी के नुकसान / उत्पन्न कोई भी दावा;
- ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा नियोजित श्रमिकों को होने वाली हानि/क्षति से उत्पन्न होने वाला कोई भी दावा।
- iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि के गैर-अनुपालन के कारण कोई भी दावा।

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.

- ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

19. संविदाकार को कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर अर्थात् संविदाकार की सम्पूर्ण जोखिम पॉलिसी, श्रमिक क्षतिपूर्ति पॉलिसी, तृतीय पक्ष देयता आदि, जो भी लागू हो) लेना होगा।

The contractor shall take necessary insurance covers (i.e. Contractor All Risk Policy, Workmen Compensation Policy, Third Party Liability etc as applicable) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

20. अनुबंध की समाप्ति / Termination of Contract:

यहां ऊपर दी गई बातों पर प्रतिकूल प्रभाव डाले बिना, बैंक अपने एकमात्र और पूर्ण विवेक पर, बिना कोई कारण बताए और बिना किसी मुआवजे के भुगतान के इस समझौते को तुरंत समाप्त करने का हकदार होगा, यदि बैंक की राय में (जिसे नहीं बुलाया जाएगा) ठेकेदार द्वारा प्रश्न और ठेकेदार पर बाध्यकारी होगा) :-

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith without assigning any reason and without payment of any compensation, if in the opinion of the bank (which shall not be called into question by the contractor and shall be binding on the contractor):-

(i) संविदाकर्ता बैंक की संतुष्टि के अनुसार इस समझौते को लागू करने में विफल रहता है या मना कर देता है। यदि ठेकेदार निविदा शर्तों के अनुसार फ्लैट/फ्लैट में सेवा देने से बचता रहता है या काम नहीं करता है।

The contractor fails or refuses to implement this agreement to the Bank's satisfaction. If the contractor keeps on avoiding or non-performing the service in flats/flat as per the tender conditions.

and/or

ii. यदि संविदाकर्ता का व्यक्ति/कर्मचारी किसी कदाचार में पाया जाता है जैसे कि निवासी के हस्ताक्षर की जालसाजी, इयूटी के दौरान शराब पीना।

If contractor's person/workers found in any malpractice such as forgery of resident signature, drinking of alcohol while in duty.

and/or

iii. संविदाकर्ता इस अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है।

The contractor commits a breach of any terms and conditions of this agreement. and/or

iv. संविदाकर्ता को दिवालिया घोषित कर दिया गया है या उसके द्वारा अपने लेनदारों के साथ समझौता किया गया है या यदि संकट या निष्पादन या अन्य प्रक्रिया पर लगाया गया है या ठेकेदार की संपत्ति या संपत्ति के किसी हिस्से का रिसीवर नियुक्त किया गया है।

The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor.

and/or

v. किसी भी कारण से, संविदाकर्ता इस समझौते के तहत अपने दायित्वों को पूरा करने के लिए कानून अयोग्य हो जाता है।

For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.

and/or

vi. संविदाकर्ता या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में इस तरह के बदलाव के लिए बैंक की लिखित पूर्व अनुमति के बिना कोई भिन्नता है।

There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

21. न्यूनतम वेतन अधिनियम, 1948, वेतन भुगतान अधिनियम, 1936, अनुबंध श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 आदि:

Minimum Wages Act, 1948, Payment of Wages Act, 1936, Contract Labour (Regulation and Abolition) Act, 1970 etc.:

ठेकेदार को अपने कर्मियों को न्यूनतम वेतन अधिनियम के तहत निर्धारित प्रचलित दर पर न्यूनतम वेतन का भुगतान करना चाहिए। मुख्य श्रम आयुक्त (केंद्रीय) इस शर्त का किसी भी उल्लंघन पर अनुबंध समाप्त करने के लिए उत्तरदायी होंगे और तदनुसार कार्रवाई की जाएगी। इसके अलावा, मौजूदा नियमों के अनुसार ठेकेदार द्वारा हर महीने प्रति व्यक्ति ESI और PF का भुगतान किया जाना चाहिए और भुगतान किए गए नकद चालान की प्रतियां हर महीने बैंक में जमा की जानी चाहिए।

The Contractor should pay to their personnel a minimum wage at the prevailing rate as fixed under Minimum Wages Act by The Chief Labour Commissioner (Central). Any breach of this condition will be liable for termination of the

contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the contractor every month as per the existing rules and copies of paid cash challans should be submitted every month to the Bank.

इन भुगतानों को करने के लिए लिखित रूप में आवश्यक रिकॉर्ड और कर्मचारियों की वेतन पर्चियां इसके सत्यापन के लिए मासिक अंतराल पर बैंक को प्रस्तुत की जाएंगी। ये रिकॉर्ड बैंक के अधिकारियों की उपस्थिति में ठेकेदार के कर्मचारियों द्वारा विधिवत हस्ताक्षरित/प्रमाणित किए जाएंगे।

Necessary records in writing for having made these payments and wage slips of employees will be submitted to the Bank at monthly intervals, for its verification. These records will be duly signed/attested by the employees of the contractor in the presence of Bank's Officials.

ठेकेदार कर्मियों को उनके लिए लागू अवकाश वेतन, बोनस, ग्रेच्युटी आदि सहित मासिक वेतन के भुगतान के लिए जिम्मेदार है।

The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.

22. ठेकेदार को यह सुनिश्चित करना चाहिए कि वेतन के विलंबित भुगतान पर कर्मियों की ओर से किसी भी शिकायत की कोई गुंजाइश न हो। ठेकेदार द्वारा नियुक्त कर्मचारी केवल ठेकेदार के रोजगार में होंगे, भारतीय रिज़र्व बैंक के नहीं। ठेकेदार कर्मचारी भविष्य निधि और विविध प्रावधान अधिनियम, 1952 और कर्मचारी राज्य बीमा अधिनियम, 1948 के प्रावधानों के अनुसार भविष्य निधि और कर्मचारी राज्य बीमा निधि के संबंध में नियोक्ता के योगदान का भुगतान करेगा।

The contractor should ensure that there is no scope for any grievance from the personnel on delayed payment of wages. The employees engaged by the Contractor will be in the employment of the Contractor only and not of the Reserve Bank of India. The contractor shall pay the employer's contribution with regard to provident fund and employees' state insurance fund as per the provisions of the employees' Provident fund and miscellaneous provisions act, 1952 and employees' state insurance act, 1948.

23. किसी भी परिस्थिति में ठेकेदार और उसके कर्मचारियों/कर्मचारियों के बीच विवाद के कारण उत्पन्न होने वाले किसी भी जुर्माने या दावे के लिए ठेकेदार पूरी तरह से जिम्मेदार होगा। यदि ठेकेदार और उसके कर्मचारियों/कर्मचारियों के बीच विवाद के कारण कोई दावा या जुर्माना बैंक के लिए कानूनी रूप से बाध्यकारी है, तो उसे ठेकेदार से वसूला जाएगा।

The contractor will be solely responsible for any penalty or claim arising due to dispute between the contractor and its employee/es under any circumstance. If any claim or penalty is legally binding to the Bank due to the dispute between contractor & its employee/es, same shall be recovered from the contractor.

नोट: दोनों भाषाओं (हिन्दी / अंग्रेजी) में किए गए समझौते की व्याख्या में किसी भी तरह का विरोध होने की स्थिति में, अंग्रेजी में समझौते की व्याख्या मान्य होगी।

Note: In case of any conflict in interpreting the agreement made in both the languages (Hindi / English), the interpretation of agreement in English will prevail.

मैं / हमने उपर्युक्त सभी शर्तों को समझा लिया है और वे मुझे / हमें स्वीकार्य हैं।

I / We have understood all the above-mentioned conditions and they are acceptable to me/us.

<p>यदि संविदाकर्ता एक साझेदारी फार्म अथवा व्यक्ति हो If the Contractor is a partnership or an individual</p>	<p>गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और संविदाकर्ता दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.</p>
<p>यदि संविदाकर्ता एक कंपनी हो If the Contractor is a company</p>	<p>गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और संविदाकर्ता दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिजर्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name and
designation)

..... की उपस्थिती में/in the presence of
(1)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिजर्व बैंक, चंडीगढ़ कार्यालय

Reserve Bank of India, Chandigarh (गवाह/Witness)

(2)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिजर्व बैंक, चंडीगढ़ कार्यालय

Reserve Bank of India, Chandigarh (गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फर्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिती में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

बैंक, संविदाकर्ता के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Annexure IX

Draft Articles of Agreement for Annual Maintenance Contract *(on Rs 100 non judicial stamp paper from successful bidder only)*

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

WHEREAS the Employer is desirous of Comprehensive Annual Maintenance Contract for the period of 09 years after one year of defect liability period for Name of the work _____ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. On successful completion of one-year defect liability period from the date of virtual completion of the work, the rate for the first year CAMC shall be Rs. _____ per annum as quoted by the tenderer in their tender.

2. Scope of works during CAMC Period

(a) Periodical (Quarterly) servicing /Health checkup of the system including spare part/ defective component replacement in the system/sub-assemblies if found faulty at the during the course of maintenance contract and attending any number of break down calls along with replacement of all spare parts of including all electromechanical parts, Filters, compressor, fan motor, heaters, blade capacitor etc. electronic parts, PCB's, VFDs, controller cards, LCD display, remote, electrical spare parts, wires (indoor to outdoor), drain pipe etc. as per requirement.

(b) Checking of PAC units comprising of Air-cooled condensers.

(c) Checking of electrical connections at main switch, wiring, and cooling efficiency.

- (d) Checking and cleaning of indoor unit, outdoor unit, including blower, condensation unit, coil, fan, air filter, evaporator coil. Water pressure pump shall be used to clean the coils etc.
- (e) Checking of abnormal noise due to bearing failure, oiling of motor etc.
- (f) Topping up of refrigerant gas as and when required to maintain efficiency of all units as per OEM standard.
- (g) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.

3. Penalty for delay in rectification during CAMS:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 1 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day subject to maximum of 10% of the overall annual maintenance charges, if the defect in the system is not rectified within the period of 1 days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

4. Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be **made on quarterly basis** on rendering satisfactory service against the invoice raised and accompanied with service report duly signed by the Bank's Engineer in acknowledgement of satisfactory services of CAMC. All payments by the Employer under this Contract will be made only at Chandigarh.

5. Renewal of CAMC: The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contact period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$Ac = A_P [(15 + 60 \times (EPIc/EPI_P) + 25 \times (CPIc/CPI_P)) / 100]$	
Ac	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 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.

6. Performance Bank Guarantee:

To ensure due fulfilment of the terms and obligations of the AMC period of total 9 years (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit (as per [Annexure IV](#) of this tender) for an amount equal to 5 % of the value of work executed, which shall remain valid till the end of four years period from the day of end of defect liability period.

On eve of expiry of 05 years, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 05 years period.

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

8. Prevention of Sexual Harassment of Women:

- The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.
- Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm

working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

9. 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 Service Provider and /or the DB Developer during the course of discharging 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

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

The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons

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

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

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Chandigarh

* _____ (Name and
Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a partnership firm or
individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____

In the presence of -

Witness -

1. _____

2. _____

If the Contractor Directors who have signed these signs under common presents in token thereof in the seal, the signature presence of -

clause should tally

with the sealing 1. _____ clause in the articles

of association. 2. _____

If the Contract is SIGNED AND
DELIVERED BY - signed by the hand the
Contractor by the hand of
of power of attorney, Shri _____ whether a company or _____ an
individual.
and duly constituted attorney.

Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by the bidders on their letter head duly sealed and signed by the authorised signatory)

To

**Regional Director
Reserve Bank of India
Chandigarh**

Name of Work: Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh

I/We _____ (Name and address, including country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that _____ (Name of the bidder)

- i. Is not from a country sharing land border with India, or
- ii. Is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. Is from a country sharing land border with India where Government of India is engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that _____ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank to sub-contract I/We _____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

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

Signature and name of the authorised signatory of the Bidder with stamp

Date:

Place:

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work: Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh

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

a) I / We or any of our allied firm* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on _____ (last date of submission of bid).

b) I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

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

(Seal and Signature of the bidder)

Date:

Place:

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

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

Annexure XII

Undertaking Regarding Site Visit by The Tenderer in Order to Understand the Work

To,
The Regional Director
Reserve Bank of India
Estate Department
Central Vista,
Sector 17A
Chandigarh

Date

Dear Sir,

NAME OF WORK: **Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh**

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of existing site conditions for installation of 2 x 3.5 TR Precision AC units and also the scope of work for the proposed system.

Yours faithfully,

(_____)
Authorized signatory
(Name and address of the company with Company Seal)

**Proforma for Indemnifying the Employer against non-compliance to Contract
labour Rules / Regulations**
(On Non-Judicial Stamp Paper of appropriate value)

To
The Regional Director
Reserve Bank of India
Estate Department
Chandigarh- 160017

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules / regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorised Signatory

Name and address of the bidder

Sign & seal of the bidder

Date:

Place:

Proforma for Indemnifying the Employer against Patent Right
(On Non-Judicial Stamp Paper of appropriate value)

To
The Regional Director
Reserve Bank of India
Estate Department
Main Office Building
Central Vista, Sector 17A
Chandigarh- 160017

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh

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

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

Yours faithfully,

For _____

Authorised signatory

Name and address of the bidder:

Sign & seal of the bidder:

Date:

Place

Annexure XV

Undertaking by manufacturer of Precision AC units regarding the manufacturer's obligation to extend uninterrupted after sales service to RBI

(To be submitted for on OEM's letterhead)

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units for CCTV server room at the Bank's Main Office Building in Chandigarh.

We, _____, the manufacturer of Precision AC units undertake to provide continued after sales service including but not restricted to the following services:

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of Precision AC units of 10 years as indicated elsewhere in the technical bid.
- ii) To assist RBI in investigation of failure/malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the Precision AC units subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of Precision AC units.
- iv) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the Precision AC units.
- v) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.
 - a) To place on record the performance of firm either in the RBI website or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.
 - c) Restrict the firm's participation in further tendering in RBI.

Date: _____ (Name and address of the company with Company Seal)

Note: This undertaking shall be furnished by the manufacturer of SPV Modules and PCUs. In case the manufacturers of these two items are different, separate undertakings must be furnished by the respective manufacturer.



भारतीय रिजर्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य कार्यालय भवन स्थित सीसीटीवी सर्वर कक्ष हेतु 2×3.5 टन के पृसीशन एसी इकाइयों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा

Tender for

**Tender for Supply, Installation, Testing and Commissioning of 2×3.5 TR Precision AC units
for CCTV server room at the Bank's Main Office Building in Chandigarh**

RBI/Chandigarh Regional Office/Estate/2/25-26/ET/11

**भाग-II (मूल्य बोली)
Part-II (Price Bid)**

बोलीदाता का नाम :

पता:

दूरभाष सं:

ई-मेल:

बोली पूर्व बैठक का समय एवं स्थान	05 मई 2025 पूर्वाह्न 11:00 बजे स्थान: संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिजर्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	15 मई 2025 को पूर्वाह्न 11:00 बजे तक
निविदा का भाग। अर्थात तकनीकी-वाणिज्यिक बोली खोलने की तिथि:	15 मई 2025 को अप्राह्न 03:00 बजे

Unpriced Bill of Quantities

**Supply, Installation, Testing and Commissioning of 2 x 3.5 TR Precision AC units
for CCTV server room at the Bank's Main Office Building in Chandigarh**

(NOTE: Rates and Amount are to be entered on MSTC Portal only)

Sr. No.	Description of Items	Qty	UoM
1	Precision AC unit (as per Section VI: Technical Specifications) Supply, Installation, Testing & Commissioning (SITC) of minimum 3.5 TR Precision Air Conditioners etc. complete with microprocessor controller, scroll compressor, DX evaporator, bottom discharge, initial charge of refrigerant, capable of round the clock operation in 1+1 redundant mode (one working and one standby) and suitable for providing desired indoor conditions of 20 +/- 1 deg C temperature & 50+/-5% relative humidity at ambient temperature of up to 48 deg C. (Rate inclusive of GST, as applicable)	2	Nos.
2	Supply & laying of duly insulated interconnecting refrigerant piping (liquid and gas) between indoor & outdoor units with required accessories, 150 mm x 40 mm x 1.5 mm GI cable tray with cover and supports etc. (Rate inclusive of GST, as applicable)	25	RM
3	Supply & laying of interconnecting power cable between indoor and outdoor units. (Rate inclusive of GST, as applicable)	35	RM
4	Supply of heavy-duty powder coated floor grille with damper suitable for replacing 595 mm x 595 mm floor tile of raised flooring in the server room. (Rate inclusive of GST, as applicable)	4	Nos.
5	Supply of MS heavy duty stand made from minimum 50 mm x 50 mm x 6 mm angle, with one coat of zinc chromate primer and two coats of synthetic enamel paint for mounting the indoor Precision AC on the floor. (Rate inclusive of GST, as applicable)	2	Nos.
6	Supply of MS heavy duty stand made from minimum 50 mm x 50 mm x 6 mm angle, with one coat of zinc chromate primer and two coats of synthetic enamel paint for mounting the outdoor Precision AC on the floor. (Rate inclusive of GST, as applicable)	2	Nos.
7	Supply and laying of 25 mm CPVC pipe with 9 mm tubular insulation for humidifier connection (Rate inclusive of GST, as applicable).	10	RM
8	Supply and laying of 32 mm CPVC pipe with 9 mm tubular insulation for humidifier connection (Rate inclusive of GST, as applicable).	10	RM
9	Supply and laying of 1100 V grade 4C x 10 sqmm copper armoured cable with saddles and accessories. (Rate inclusive of GST, as applicable)	15	RM
10	Termination of 4C x 10 sqmm copper armoured cable with cable glands and lugs. (Rate inclusive of GST, as applicable)	4	Nos.
A	TOTAL CAPITAL COST		
B	Comprehensive annual maintenance charges per PAC unit for first year of AMC after completion of 1 year of defect liability period from the date of virtual completion, as per scope of CAMC given in Section II of the tender.	2	Nos.
C	Total cost of ownership= A + 7.03 x B		

Signature & seal of Tenderer