



**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**  
**KOCHI**

(केवल ई-निविदा e-Tendering only)

निविदा दस्तावेज Tender Document

(To be submitted via MSTC portal only)

<b>E-Tender no.</b>	<b>RBI/Kochi Regional Office/Estate/12/25-26/ET/612</b>
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**Design, Supply, Installation, Testing, and Commissioning of  
2x5TR Precision Air Conditioning System for IT Server Room,  
Office Building, Reserve Bank of India, Kochi**

**Part-I**  
**(Technical and Commercial Bid)**

**Date, time, and venue of pre-bid meeting :** **December 05, 2025, at 15:00 hrs.,** Estate Department, Office Building, Reserve Bank of India, Kochi.

**Date from which NIT and tender can be viewed / downloaded :** **November 14, 2025,**

**Date of closing of online e-tender for submission of Technical and Commercial Bid (Part-I) and Price Bid (Part-II) :** **December 18, 2025, at 15:00 hrs.**

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**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**

[www.rbi.org.in](http://www.rbi.org.in)

**Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi**

The Reserve Bank of India, Kochi, invites two-part tender by e-tender mode for the Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi. The tendering would be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. The schedule of the e-tender is as follows.

a.	E-tender no.	RBI/Kochi Regional Office/Estate/12/25-26/ET/612
b.	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.
c.	Estimated cost of work	<b>₹30,00,000/- (incl. of GST)</b>
d.	Mode of Tender	e-Procurement System (Technical and Commercial Bid (Part-I) and Price Bid (Part-II)) through MSTC portal; ( <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
e.	Date from which NIT and tender can be viewed / downloaded.	<b>November 14, 2025</b>
f.	Earnest Money Deposit (EMD)	<b>₹60,000/- (Rupees Sixty Thousand only).</b> (to be remitted by all bidders, as mentioned in section-II-para 12.0 of the tender document. <b><u>There is no exemption to MSME / UDYAM registered bidders from the payment of EMD.</u></b> )
g.	Date, time and venue of pre-bid meeting (offline)	<b>December 05, 2025, at 15:00 hrs.,</b> Office Building, Reserve Bank of India, Kochi.
h.	Date and time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	<b>December 08, 2025, before 14:00 hrs.</b>
i.	Bidding start date for Technical and Commercial Bid (Part-I) and Price Bid (Part-II) at website; <a href="http://mstcecommerce.com/eproc home/rbi">http://mstcecommerce.com/eproc home/rbi</a>	<b>December 08, 2025, at 15:00 hrs.</b>
j.	Date of closing of online e-tender for submission of Technical and	<b>December 18, 2025, at 14:00 hrs.</b>

	Commercial Bid (Part-I) and Price Bid (Part-II)	
k.	Date and time for opening of Technical and Commercial Bid (Part-I)	<b>December 18, 2025, at 15:00 hrs.</b>
l.	Date and time for opening of Price Bid (Part-II)	On a subsequent day, which will be intimated in advance to all the bidders.
m.	Transaction Fee	Amount as advised by M/s MSTC Ltd.

The tender documents shall be available at MSTC website, i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com), on **November 14, 2025**

A pre-bid meeting (off-line mode) of the intending tenderers will be held on **December 05, 2025 at 15:00 hrs.** at Office Building, RBI, Kochi. Interested bidders are requested to attend the meeting to clarify their doubts, if any, regarding the Tender.

**The duly filled and signed in tender documents and price-bid shall be uploaded on MSTC site on or before December 18, 2025 at 14:00 hrs.** The detailed guidelines on submission of the e-tender by the firms have been given in the tender document. **Any such tender received without EMD shall be treated as non-bonafide and shall be rejected from participating in the tender process.**

The part-I (Technical and Commercial Bid) of the e-tender will be opened on **December 18, 2025 at 15:00 hrs.** at Office Building, RBI, Kochi. After scrutiny of part-I of the e-tender document along with the supporting documents, if any of the firms is not found to possess the required eligibility as specified in the Tender, the Bank reserves the right to reject the tender submitted by such tenderers.

The part-II (Price Bid) of only those tenderers, who possess the requisite eligibility as per the eligibility criteria specified in the tender, shall be opened on a subsequent day, with due intimation of the same to the qualified Tenderers.

The tenderers can either chose to be present at the Bank during the tender opening event or view it online at their locations. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC website as given above and will not be published in the newspaper.

(Pramod Kumar)  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi

## **DISCLAIMER**

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

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

The RBI reserves the right not to proceed with the work or to change the configuration of the work, 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. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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

Bidders are requested to read the terms and conditions of this application before submitting your online application.

<b>1</b>	<p><b><u>Process of e-tender:</u></b></p> <p><b>A) Registration:</b></p> <p>The process involves vendor's registration with MSTC E-procurement portal which is <b><u>free of cost</u></b>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE:</b> THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> (version 3)</p> <ol style="list-style-type: none"> <li>Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration</li> <li>Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.</li> </ol> <p><b>Contact person (MSTC Ltd.):</b></p> <ol style="list-style-type: none"> <li><b>HO Central Help Desk: (For vendors),</b> <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a>, <b>Ph: 07969066600</b> Please mention "HO Helpdesk" as subject while sending emails) Availability-9:30 AM to 5:00 PM on all working days for all technical issues e-tenders, System settings etc.</li> <li><b><u>Contact person (MSTC)</u></b> Please visit <a href="http://www.mstcindia.co.in/content/Contact.aspx">www.mstcindia.co.in/content/Contact.aspx</a> and update your Regional Office accordingly.</li> </ol> <p><b>Contact person (RBI, Kochi):</b></p> <ol style="list-style-type: none"> <li>Shri. Rishu V. Singh (AM-Tech.) 9867720817 (<a href="mailto:rishuvsingh@rbi.org.in">rishuvsingh@rbi.org.in</a>)</li> <li>Shri Nithin Nag Punneshetty (Mgr.- Prem.) 9597364319 (<a href="mailto:nithinnag@rbi.org.in">nithinnag@rbi.org.in</a>)</li> <li>Smt. Vineetha V (AM) 9747207776 (<a href="mailto:vvineetha@rbi.org.in">vvineetha@rbi.org.in</a>)</li> <li>Shri. Akhileshkanth S. S. (JE (Elec.)) –8281258592 (<a href="mailto:akhileshkanthss@rbi.org.in">akhileshkanthss@rbi.org.in</a>)</li> </ol> <p><b>B) System Requirement:</b></p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a></p>
<b>2</b>	<p><b><u>Special Note towards Transaction fee:</u></b></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalogue" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking.</p>

	<p>Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>Note:</u></b></p> <ul style="list-style-type: none"> <li>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.</li> <li>Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).</li> <li>E-tender cannot be accessed after the due date and time mentioned in NIT.</li> </ul>
3	<p><b><u>Bidding in e-tender:</u></b></p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-tender. Please note that if the documents are not attached to any e-tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p> <ol style="list-style-type: none"> <li>Bidder(s) need to submit necessary EMD, E-tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.</li> <li>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid. Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</li> <li>First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</li> </ol>

	<p>NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>f) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 and conditions for the e-tender.</p> <p>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.</p>
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## **Table of Contents**

<b>Sl. No.</b>	<b>Item</b>	<b>Page No.</b>
1	Part-I- Section-I- Form of Tender	9
2	Part-I- Section-II- General Instructions to Tenderers and Special Conditions	11
3	Part-I- Section-III- Safety Code	27
4	Part-I- Section-IV- The Conditions Hereinafter Referred To	29
5	Part-I- Section-V- Appendix Hereinbefore Referred To	46
6	Part-I- Section-VI- Technical Specifications and Scope of Work	47
7	Part-I- Section-VII- List of Approved Makes	51
9	Part-I- Section-VIII- Technical Particulars	52
10	Part-I- Section-IX- Schedule of Technical Deviations	54
11	Part-I- Section-X- Checklist of Commercial Conditions	55
12	Part-II- Unpriced Bill of Quantities	57
13	Annexure-I- Format for Power of Attorney for Authorized Signatory	61
14	Annexure-II- Proforma of Undertaking for Site Visit by Contractor	62
15	Annexure-III- Proforma of Undertaking for Maintenance Confirmation by The Bidder	63
16	Annexure-IV- Proforma of Bank Guarantee for Earnest Money Deposit / Bid Security	64
17	Annexure-V- Articles of Agreement	67
18	Annexure-VI- Proforma of Bank Guarantee for Performance Security Deposit	80
19	Annexure-VII- Proforma for Providing Input for Payment Via NEFT / RTGS / ECS- Mandate Authorization Form	83
20	Annexure-VIII- Proforma for Indemnifying the Employer Against Non-Compliance to Contract Labour Rules / Regulations	86
21	Annexure-IX- Proforma for Indemnifying the Employer Against Patent Rights	87
22	Annexure-X- Proforma for List of Clients	88
23	Annexure-XI- Proforma for Client's Certificate Regarding Performance of Contractor	89
24	Annexure-XII- Proforma for Bankers' Certificate from A Scheduled Bank	91
25	Annexure-XIII- Proforma of Letter of Authorization from the OEM to participate in this Bid	92
26	Annexure-XIV- Form of bankers' solvency certificate from a scheduled bank	93
27	Annexure-XV- Complaint Escalation Matrix	94



## **Section-I- Form of Tender**

Place:

Date:

Shri. Pramod Kumar  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi

Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, 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)	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.
(b)	Estimated Cost	<b>₹30,00,000/- (incl. of GST)</b>
(c)	Mode of Payment	As per <u>section-II-clause-22.0 of Part-I.</u>
(d)	Earnest Money Deposit	<b>₹60,000/- (Rupees Sixty Thousand only).</b> (to be remitted by all bidders, as mentioned in section-II- para 12.0 of the tender document).
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	<b>60 days from the tenth day from the date of work order / intimation from the Bank.</b>

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Earnest Money Deposit valid during the entire period of validity of tender, as per enclosed proforma ([Annexure-4](#)).

3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I / We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we do hereby agree that EMD deposited shall be forfeited by us to the Reserve Bank of India.

5. The Tender is submitted in two parts. Part-I contains all commercial terms and conditions and technical particulars, and Part-II contains only the price bid in the Bank's proforma.

6. We have deposited a sum of **₹60,000/- (Rupees Sixty Thousand only) as Earnest Money Deposit** 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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

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).

Witness

(1) Signature with  
Name, Address and Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Signature with  
Name, Address and Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Section-II- General Instructions to Tenderers and Special Conditions**

The Reserve Bank of India invites competitive e-tenders for providing **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi**, from eligible bidders as per specified pre-qualification criteria. The estimated cost of the work is **₹30,00,000/- (incl. of GST)**. The works shall be completed within a period of **60 days from the tenth day from the date of work order / intimation from the Bank**. All the pre-qualification papers shall be uploaded on MSTC site.

### **1.0 Instructions to Tenderers**

**1.1** Intending tenderers should meet the following eligibility conditions to qualify for participation in the tender:

- i. Only those OEM's / Authorized dealers of OEM's who have minimum 5 years of experience in carrying out similar nature of works viz. "Design, Supply, Installation, Testing, and Commissioning of Precision AC" at residential quarters / office buildings / commercial premises (works carried out before September 30, 2020).
- ii. Should have executed successfully "Design, Supply, Installation, Testing, and Commissioning of Precision AC" at residential quarters / office buildings / commercial premises, during last five years (works carried out on or after September 30, 2020) as under:
  - a. Three works each costing not less than the amount equal to 40% of the estimated cost  
OR
  - b. Two works each costing not less than the amount equal to 50% of the estimated cost  
OR
  - c. One work costing not less than the amount equal to 80% of the estimated cost.
- iii. Should have a minimum yearly turnover of 100% of the estimated cost during last 3 financial years, ending March 31, 2025, supported by audited financial statements.
- iv. Should furnish Solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost.
- v. The intending bidder should have proper service setup at **Kochi** for rendering after sales service.

**1.2** The intending tenderers should submit the following documents (to be scanned and attached in MSTC e-tendering portal) in respect of their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) about the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association / Power of Attorney / Attorney / another relevant document.
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(b)	Work experience and Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works (1.1.i and 1.1.ii from above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience and eligibility. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2022-23, 2023-24 and 2024-25 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Solvency / Banker's Certificate	The intending tenderer should furnish solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost. The format for the same is given in <a href="#">Annexure-14</a> .
(f)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(g)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(h)	List of Clients	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers / authorities / departments under whom the work(s) was / were executed should be furnished. The format for the same is given in <a href="#">Annexure-12</a> .
(i)	Client's Certificate	Client's certificate as per format at <a href="#">Annexure-13</a> from their clients for whom they have carried out "eligible works" in terms of the eligibility (pre-qualification) criteria explained in this notice. The client's certificate shall be signed by an official of the rank of Executive Engineer / Superintendent Engineer or equivalent in respect of a Government / Semi-Government Organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate

		issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates.
(j)	Details of office setup	The address proof should be uploaded along with Part-I of the tender for verification. Address and contact details of the office set up at Kochi.
(k)	Details of registration and copies of registration certificate / documents for	<ul style="list-style-type: none"> <li>• PAN</li> <li>• GST</li> <li>• Micro and Small Enterprises (MSE) GOI, if applicable.</li> <li>• Office of Labour Commissioner, if applicable.</li> </ul>

**Tenderers shall submit all the information and the documents as mentioned in para 1.2 above.**

**1.3** Tender forms can be viewed / downloaded from the website [www.mstcecommerce.com](http://www.mstcecommerce.com) on **November 14, 2025**.

**1.4** The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion. The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering. After examination, if any of the bidder is found not to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

**1.5** The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party about design or any part of the system.

**1.6 A pre-tender briefing meeting (pre-bid meeting) of the intending tenderers (off-line mode) will be held at 15:00 hrs. on December 05, 2025, to clarify any point / doubt raised by them in respect of the tender.** No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the correspondence and points / conditions / specifications requiring clarifications shall be given in writing addressed to The General Manager (Officer in Charge), Reserve Bank of India, Kochi, and shall be submitted before **15:00 hrs. on December 05, 2025**. The tenderers are expected to get all the issues clarified during the above meeting and should desist from deviating from the Bank's tender conditions / specifications in their tender (Part-I and Part-II).

**1.7** Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.

**1.8** Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC website as given above.

## **2.0 Submission of Tender**

**2.1** The Tender shall be submitted separately online on MSTC site in two parts, viz, Part-I and Part-II, "Part-I – Technical and Commercial" and "Part-II – Price Bid", respectively. **The tenderers shall sign with seal and date in all pages of the Part-I of the tender document, fill details in the required pages, and then scan and upload in the e-tendering portal.**

**2.2** No tender will be accepted after **December 18, 2025 at 14:00 hrs.**, under any circumstances whatsoever.

**2.3** Intending tenderers shall remit **₹60,000/- (Rupees Sixty Thousand only)** as Earnest Money Deposit, as mentioned in section-II- para 12.0 of the tender document.

**2.4** On receipt of intimation from the Bank of the acceptance of submitted 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 articles of agreement ([Annexure-5](#)) and the schedule of conditions, but the written acceptance by the Bank of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

### **3.0 Part-I – Technical and Commercial Bid**

**3.1** The part-I of the tender shall contain the unpriced tender consisting of all the documents mentioned in section-II- para 1.2 and of complete technical specification including drawings and documents and commercial terms and conditions such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc.

**3.2** Part-I of the tender as submitted shall also contain the following:

(i) Earnest Money Deposit in the form of NEFT / Demand Draft (DD) / Bank Guarantee (BG) issued by a scheduled Bank in India, as mentioned in section-II- para 12.0 of the tender document.

(ii) Power of Attorney / Authorization with the seal of the company / firm in the name of the person signing the tender documents.

(iii) The tenderer shall also indicate whether they have the capacity to manufacture, supply, install, test, and commission all the required systems within the stipulated completion period.

(iv) List of deviation, if any, in commercial / technical specification.

(v) The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure-3](#)) that they will maintain the Precision AC satisfactorily and also provide the spare parts and service support for a minimum period of 09 years from the date of expiry of the defect liability period (DLP) of 01 year.

(vi) The tenderers shall indicate their service set up details in Kochi, from where the proposed Precision AC will be serviced. The details shall include number of technical personnel, phone / mobile numbers and addresses for contact / lodging of service requests and the details of emergency service after / before office hrs. available.

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

(viii) Any other technical information the tenderer wishes to furnish.

(ix) Any other information relevant to the proposed work.

(x) List of works / facilities etc. to be provided by the Reserve Bank of India for installation, commissioning and testing of the system.

### **4.0 Part-II – Price Bid**

**4.1** The part-II of the tender shall contain prices in Indian Rupees only with breakup of the price as per format mentioned in 'Unpriced Schedule of Quantities'. Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards Comprehensive Annual Maintenance Contract (CAMC) will also be in Indian Rupees only.

**4.2** Schedule of Quantities shall be duly filled in MSTC website only.

**4.3** This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the entire work in respect of provision of the Precision AC to be paid for according to actual measured quantities at the rates / quantities provided in the schedule of rates (Part-II). In case of difference in the rate / amount mentioned in words and figures, the rate / amount whichever is lower shall be considered. 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.

**4.4** No request for any change in rate or conditions after the opening of the Part-II of the tender will be entertained.

## **5.0 Opening of Tender**

**5.1** The technical and commercial bid (part-I) of the tenders will be opened **at 15:00 hrs. on December 18, 2025**, through on-line mode.

**5.2** The Bank shall evaluate the uploaded documents before processing the tenders and opening of price bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of part-II (Price Bid).

**5.3** The price bid (part-II) of those tenderers who are found eligible after scrutiny of their part-I of the tenders, will be opened on a subsequent working day, which will be intimated to all the eligible tenderers in advance.

**5.4** 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.

## **6.0 Scope of Work**

**6.1** The scope of work shall include for the DSITC of the mentioned 2 nos. of precision air-conditioning (PAC) systems, each of having 5TR capacity, are required with the sequencing processor that shall sequence the units so as to give rest to units one after the other (1 main + 1 standby, alternative working).

**6.2** The room air-conditioning system shall be through top discharge indoor unit specifically for high sensible heat ratio applications such as Server Rooms and Data Centers. The tenderers are free to propose for the best layout including direct discharge through creation of cold air aisles and direct pick up from hot air aisles.

**6.3** Each unit shall be capable of providing sensible cooling capacities at rated ambient temperatures with adequate airflow. The units in operation should be capable of inside conditions, in essence a temperature of  $19\text{ }^{\circ}\text{C} \pm 1^{\circ}\text{C}$  and relative humidity of  $50 \pm 5\%$  RH.

**6.4** The system shall contain energy efficient Scroll compressor, Evaporator, Humidifier, Condenser and an Electronic Expansion Valve (EEV), all of which shall be contained within the cabinet of the unit.

## **7.0 Drawings and Documents**

**7.1** The successful tenderer shall submit, in duplicate, on acceptance of the tender by the Bank, detailed working drawings and specifications showing the complete details of all work required. He will be held 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.

## **8.0 Packing and Dispatch**

**8.1** The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea / air / rail / road under Indian conditions. All equipment / components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's office building, Kochi.

## **9.0 Taxes and duties**

**9.1** The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, any other taxes / duties imposed by Central / State Government / Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, Testing, and Commissioning policy, workmen compensation and third party liability etc. till the Precision AC are finally handed over to the Bank. 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 other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

## **10.0 Validity of Tender**

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

## **11.0 Language**

**11.1** The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

## **12.0 Earnest Money Deposit and Security Deposit**

**12.1** The Tender must be accompanied by Earnest Money Deposit of **₹60,000/- (Rupees Sixty Thousand only)**, remitted in favour of Reserve Bank of India, payable at Kochi. The account details for NEFT / RTGS transactions are as follows.



- Beneficiary Name: **KOCHIESTATE<space>Your Firm's Name**
- Beneficiary Account Number: **186003001**
- Beneficiary IFSC: **RBIS0KCPA01** ('0' is ZERO in both places)
- Remarks: **2x5TR Precision AC**

The proof of remittance with transaction number (scanned copy) shall be uploaded along with the tender. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatekochi@rbi.org.in](mailto:estatekochi@rbi.org.in).

**12.2** EMD shall also be submitted in the form of Bank Guarantee, whose format is given in [Annexure-4](#). Scanned copy of EMD shall be uploaded along with the tender.

**12.3** Tender not accompanied by such EMD is liable to be rejected.

**12.4** The bidders who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on nonacceptance of their bid. The EMD of unsuccessful tenderers in Part-II shall be released to them without any interest after award of work.

**12.5** The Earnest Money Deposit of the successful tenderer alone shall be held by the Bank as security for the execution and due fulfilment of the contract. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be invoked.

**12.6** No interest shall be paid on the EMD. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

**12.7** The above Bank Guarantee (EMD) of the successful bidder shall be discharged on acceptance of the tender by the Bank, and on production of a new Bank Guarantee towards Security Deposit, whose format is given in [Annexure-6](#).

**12.8** Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

**12.9** Should the successful Tenderer fail to furnish the Security Deposit, the NEFT / Demand Draft (DD) / Bank Guarantee (BG) towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

## **12.10 Security Deposit**

### **12.10.i. Bank Guarantee during execution of work**

On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent)** of the contract value in the form of a Bank Guarantee (Security Deposit) from any scheduled Bank in the form prescribed by the Bank as per [Annexure-6](#) (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

- a) This Bank Guarantee towards security deposit for the due fulfilment of the contract, shall be valid for the contract completion period up to the date of handing over of the Precision AC.

The BG shall be suitably extended till completion of the work plus three (3) months in case of extension of contract period.

- b) The successful tenderer failing to furnish the Performance Bank Guarantee within stipulated time period shall be liable for penalty at bank rate for the delay period and their tender shall be liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.
- c) The NEFT / DD / Bank Guarantee (BG) towards earnest money deposit furnished at the time of submission of tender will be returned thereafter.

#### **12.10.ii. Bank Guarantee during Defect Liability Period and CAMC period:**

After completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per [Annexure-6](#) for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an amount equal to **10% of the capital cost of work valid for initial 05 years**, and thereafter for an amount of **5% of the Capital cost of work for rest 05 years**. The BG shall be renewed 2 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of **ten (10) years (One-year DLP and 09 years CAMC)**.

**12.11** 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 earnest money deposit 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 made good in cash the amount so deducted.

#### **13.0 Lowest Tender Not Necessarily to Be Accepted**

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

**13.2** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

#### **14.0 Right to Accept Part Tender**

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

#### **15.0 Evaluation of Tender**

The tenders will be evaluated not only on the basis of capital cost quoted for the AC system but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 09 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered::

$$\text{Total Cost of Ownership} = [ A + ( F * B ) ]$$

Where, A= Capital Cost Precision AC  
 B= Comprehensive CAMC Value of Precision AC  
 F= 7.11 (Multiplying Factor)

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 from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of the service

### **Minimum Base Rate for Comprehensive AMC**

Minimum Base Rate for Annual maintenance / service Contract is 5% (Five) of total capital cost. In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

**Note:** Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject to renewal formulae indicated in the tender.

## **16.0 Signing of Contract Agreement**

**16.1** The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, conditions of contract and technical specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order / final contract to be entered into with the successful tenderer.

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

**16.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

**16.4** On receipt of intimation from the Bank of the acceptance of submitted 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 articles of agreement ([Annexure-5](#)). **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.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender, in itself, will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

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

## **17.0 Import and Export License**

**17.1** Import License, 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 license shall be the sole responsibility of the tenderer.

**17.2** The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license 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 export license, 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.

## **18.0 Inspection of materials / work at manufacturer's works / site**

**18.1 Pre-dispatch Inspection:** At Bank's discretion, the Precision ACs may be inspected by the Bank's Engineers at factory premises before dispatch and cleared for shipment. Vendor should submit detail inspection / Q.A plan along with the offer. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the site during the period of defects liability and subsequent CAMC period. Supplier shall submit the factory test report / result for the supplied equipments during the inspection itself.

**18.2** Further, 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.

**18.3** 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.

**18.4** Cost of Inspection: The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test / inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of travelling, boarding and lodging, of the Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

**18.5** Method of Testing: The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**18.6** Inspector Authority to certify performance: 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.

**18.7** Consequence of rejection: If on the equipment or the equipment or its 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 authorize 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 regarding supply under the contract; or
- iii) Cancel the contract and purchase / execute or authorize the purchase / execution of the quantity / work 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.

**18.8** The Bank's Engineer's decision as to rejection is final: The Bank's Engineer's decision regarding the rejection shall be final and binding on the contractor subject to contractor's appeal.

## **19.0 Completion Period**

**19.1** Time allowed for carrying out the work is **60 days from the tenth day from the date of work order / intimation from the Bank**, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the tenth day after written order to commence the work is issued from the Bank. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Liquidity Damages" stated in section-V- "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

**19.2** The contractor shall submit a **Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent**. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

**19.3** Bank will provide lockable 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.

## **20.0 Insurance**

The contractor shall take insurance policies in the joint names of the Bank and the contractor (the Bank's name being first) from date of despatch of first consignment of material from manufacturer, till the completion of work or handing over the Precision AC to the Bank. The rates quoted shall include the cost of these insurance policies. The policies shall cover the following risks:

- Transit insurance for transportation from manufacturer's to site (By air / sea / road etc., as applicable).
- Contractors all risk insurance inclusive of fire, earthquake, storage, erection, Testing, and Commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹10 lakhs and with a limit of ₹2 lakh per accident.

**Note:** These policies shall be valid till the completion of work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

## **21.0 Warranty and Comprehensive Annual Maintenance Contract (CAMC)**

**21.1** The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate / handing over for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the Precision AC free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required of him.

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

### **21.2 Comprehensive Annual Maintenance Contract (CAMC)**

The tenderer shall quote his rates in rupees per Precision AC per annum and shall furnish an undertaking for providing Comprehensive Annual Maintenance Contract for satisfactorily providing support, spares and maintain the Precision AC satisfactorily for a minimum period of 09 years from the expiry of 12 months free warranty period.

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

- Periodical servicing /Health check up of the system including spare parts replacement if any parts found faulty at the time of maintenance and attending all 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.
- Checking of PAC units comprising of Air cooled condensers.

- Checking of electrical connections at main switch, wiring, and cooling efficiency.
- 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 condensation coil, evaporator coil etc.
- Checking of abnormal noise due to bearing failure, oiling of motor etc.
- Checking of the connected ductings, supply outlets dampers, grills, thermal insulations, canvass connections etc.
- Topping up of refrigerant gas as and when required to maintain efficiency of all units as per OEM standard.
- 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.
- The scope of maintenance in addition to periodic maintenance (monthly) will also include attending to any number of breakdown calls.

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

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Precision Air conditioning unit is kept minimum and the PAC units shall be attended within 24 hours of receiving the complaint. In case, the entire PAC system of Server room remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Precision AC system.

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

**Renewal of Comprehensive Annual Maintenance Contract rates:**

Immediately after successful completion of DLP, the contractor shall carry out Comprehensive Annual Maintenance Contract (CAMC) work at the quoted/ approved rates for CAMC. After completion of DLP and 1st year CAMC, rates will be revised for further 08 years as given below:

The CAMC charges will also be considered while evaluating tender as prescribed in the section-II-para 15.0 "evaluation of tenders". Further renewal amount for the CAMC shall be worked out as per the following formula:


$$A_c = A_p / 100 [ 15 + 60 \times (W_{Pc} / W_{Pp}) + 25 \times (C_{Ic} / C_{Ip}) ]$$

$A_c$  = The contract amount for the current year.

$A_p$  = The contract amount for the previous year.

WP <sub>C</sub>	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
WP <sub>P</sub>	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
CI <sub>C</sub>	=	Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the current year.
CI <sub>P</sub>	=	Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the previous year.

### 21.3 Scope of works during Warranty and CAMC

The Precision AC shall be guaranteed against faulty workmanship / poor material quality and failures due to the same, for minimum of 12 months from the date of commissioning. 

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Precision Air conditioning unit is kept minimum and the PAC units shall be attended within 24 hours of receiving the complaint. In case, the entire PAC system of Server room remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Precision AC system.

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

### **22.0 Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

#### **First Stage Payment:**

60% of the accepted amount on pro-rata basis against delivery of all materials at site after checking the same and on submission of the following documents:

- i) The Manufacturer's Inspection and Test Certificates
- ii) The Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
- iii) The Bank Guarantee towards Security Deposit ([Annexure-6](#))
- iv) The Policies of insurance covering all the risk during transit, storage, installation, commissioning and handing over including third party liabilities as per the tender conditions.



v) The Factory Inspection report signed by the Bank's Engineer.

**Second Stage Payment:**

25% of the quoted rate on pro-rata against erection, testing and commissioning.

**Final Stage Payment:**

Balance 15% payment shall be released against submission of Bank Guarantee as per section-II-para 12.10.ii of the tender document and complying with the technical observations of the Bank, if any.

**Other Issues**

**23.** The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure-3](#)) that they will maintain the Precision AC satisfactorily for a minimum period of 08 years from the date of expiry of the One-year defect liability period at the rate quoted by them in this contract towards Comprehensive Annual Maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

**24.** The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes must be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

**25.** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

**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 Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

**27.** The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays / Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

**28.** Guarding and protecting hoist way shall be responsibility of the tenderer from the date of commencement of work at site.

**29.** The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or

completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

**30.** 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.

**31.** A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderers are expected to explain in detail the various designs in Precision AC mechanism offered, which would give a more enhanced working and finish.

**32.** The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

**33.** The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hrs. / beyond office hrs. / Saturdays / Sundays / Bank's holidays.

**34.** The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and in compliance of the requirement of the local public authorities and to the requirements of the Inspectorate and any other Acts / Rules / Regulations and no deviation on any account will be permitted.

**35.** The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and / or any other authorities and obtain necessary permit as required and conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. **The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.**

I / We hereby declare that I / we have read and understood the above instructions for the guidance of the tenderers.	
Witness	Signature of tenderer
Address	Address
Date	Date

### **Section-III- Safety Code**

#### **General Safety**

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

### **Fire Safety**

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

Place:

Signature and Seal of The Contractor

Date:

## **Section-IV – The Conditions Hereinafter Referred To**

### **Interpretation Clause**

**1.0** 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” (in the case of a partnership)	“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.
	(in the case of individual)	“Contractor” shall mean Shri. _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and 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 Hereinbefore Referred To, 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 ‘Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi’ 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.

## **Scope of Contract**

**2.0** The work includes Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi and obtain all necessary statutory approval and maintenance of the Precision AC during guarantee / CAMC period. Complete replacement means complete removal of all Precision AC equipment, including from the site and installation of new Precision AC's equipment, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" regarding:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and / or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under section-IV-clause-29.0 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided, always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

**3.0** Scope of contract also includes minor Civil and Structural steel works connected with the installation of the Precision AC.

## **Contractor 's Duties**

**4.0** 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 workman'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 Consultant 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**

**5.0** 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 and Agreement**

**6.0** The Contract shall be executed in triplicate 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 to the Bank.

### **Work sequence**

**7.0** 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 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 premises**

**8.0** The site of the work is an occupied office building. Contractor's use of premises shall be subject to following:

- a) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.
- b) Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

### **Contractor to provide everything necessary at his cost**

**9.0** 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**

**10.0** This project is a Precision AC replacement 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.

**11.0** If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Client dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests. The Contractor shall perform such work during Client dictated hours and shall include all costs in its tender.

**12.0** The Contractor shall keep noise levels below 75dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Client 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**

**13.0** 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 Client. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Client. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

### **Authorities, Notices and Patents**

**14.0** 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 section-IV-clause-22.0 thereof.

**14.1** 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.

**14.2** 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 works**

**15.0** 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**

**16.0** 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**

**17.0** 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 section-V- "Appendix Hereinbefore Referred To". 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**

**18.0** 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**

**19.0** 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 authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

## **Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer**

**20.0** The term "Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager / Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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**

**21.0** 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.

**22.0** 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 section-IV-clause-26.0 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

## **Schedule of Quantities**

**23.0** 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 section-IV-clause-26.0 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

**24.0** 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

**25.0** The Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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 authorized 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

**26.0** The Contractor may, when authorized 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 authorization 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 section-IV-clause-5.0 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a)	(i)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work 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.
The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the section-V- "Appendix Hereinbefore Referred To", or if not stated, then defined in <u>section-IV-clause-25.0</u> hereof.	

### **Unfixed materials when considered to be the property of the Employer**

**27.0** 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**

**28.0** 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 payment due, or that may become due, to the Contractor.

### **Defects after virtual completion**

**29.0** Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the section-V- "Appendix Hereinbefore Referred To", 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 payment 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 payment due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under section-II-clause-12.0 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in section-IV-clause-21.0 and section-IV-clause-22.0, 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 section-IV-clause-2.0 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**

**30.0** 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**

**31.0** 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**

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

### **33.0 Insurance in respect of damage to person and property**

**33.1** 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 losses and damages due to fire, earthquake risk and damages during storage, erection, testing and commissioning, in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.**

**33.2** 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.

**33.3** 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 and also during CAMC period 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.**

**33.4** 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.

**33.5** 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.

**33.6** 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.

**33.7** 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.

#### **Date of Commencement and Completion**

**34.0** The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the section-V- “Appendix Hereinbefore Referred To” or such later date as may be specified by the Employer and he shall thereupon and forthwith being 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 section-V- “Appendix Hereinbefore Referred To”, subject nevertheless to the provisions for extension of time hereinafter contained.

#### **Damages for Non-completion**

**35.0** If the Contractor fails to complete the works by the date stated in the section-V- “Appendix Hereinbefore Referred To”, or within any extended time under section-IV-clause-36.0 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the section-V- “Appendix Hereinbefore Referred To” as “Liquidated Damages” for the period during which the said works shall so remain incomplete.

#### **Delay and Extension of Time**

**36.0** 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 as per section-IV-clause-2.0 hereof 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**

**37.0** If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings 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 or may be deducted by him from any moneys due to the Contractor.

### **Termination of Contract by the Employer**

**38.0** 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 of 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 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 this 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 premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his 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 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 twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain 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 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**

**39.0** If payment of the amount payable by the Employer 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 section-IV-clause-26.0 hereof.

### **Certificates and Payments**

**40.0** The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the section-V- "Appendix Hereinbefore Referred To" as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. 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 entitled to the payment of the Final Balance 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 section-V- "Appendix Hereinbefore Referred To", 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 section-IV-clause-2.0 and section-IV-clause-29.0 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.

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

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

**40.3** No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

**40.4** Payments shall be made within the period named in the section-V- "Appendix Hereinbefore Referred To" as "Period for Honouring Certificates" after such Certificates have been delivered to the Employer.

### **Delayed Payment**

**41.0** Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the section-V- "Appendix Hereinbefore Referred To", carry interest at the rate named in the section-V- "Appendix Hereinbefore Referred To", 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**

**42.0** The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under section-IV-clause-2.0(a), 2.0(b), 4.0, 7.0, 12.0, 19.0, 28.0, 36 (a, b, c, d, e, f) hereof (which matters are herein referred to as the "exempted 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 section-IV-clause-43.0 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**

**43.0** In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavour to settle such disputes or differences amicably. If

both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Kochi, India.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavour to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of dispute which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression “exempted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule and Final Acceptance certificate.

### **Right of technical scrutiny of final bill**

**44.0** 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**

**45.0** 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**

**46.0** 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**

**47.0** 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 payments, 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**

**48.0** 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**

**49.0** 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**

**50.0** The notes in the box and in the catch lines hereto and in the Annex's 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 Annex's hereto.

## **Special Conditions: Progress of Work**

**51.0** Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.

**52.0** The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

Place:

Signature and Seal of The Contractor

Date:

**Section-V – Appendix Hereinbefore Referred To**

1.	Defects Liability Period	12 months from the date of issue of Virtual Completion Certificate.
2.	Period of Final Measurement	1 month from the date of final commissioning.
3.	Date of Commencement	10th day from the date of letter of award of work.
4.	Date of Completion	90 days from the tenth day from the date of work order.
5.	Liquidated Damages at the rate of	0.25% of the contract value per week, subject to a maximum of 10% of the contract value of the delayed period.
6.	Value of Works for Interim Certificates	As per <u>section-II- para 22.0</u> of part-I.
7.	Period for Honouring Certificates	1 month for interim bills and 3 months for final bill.
8.	Rate of Interest for Delayed Payments	3% per annum.

Place:

Signature and Seal of The Contractor

Date:

## **Section-VI – Technical Specifications and Scope of Work**

1. The 2 Nos. of precision air-conditioning (PAC) systems, each of having 5TR capacity, are required with the sequencing processor that shall sequence the units so as to give rest to units one after the other (1 main + 1 standby, alternative working).
2. The room air-conditioning system shall be through **top discharge indoor unit** specifically for high sensible heat ratio applications such as Server Rooms and Data Centers. The tenderers are free to propose for the best layout including direct discharge through creation of cold air aisles and direct pick up from hot air aisles.
3. Each unit shall be capable of providing sensible cooling capacities at rated ambient temperatures with adequate airflow. The units in operation should be capable of inside conditions, in essence a temperature of  $19^{\circ}\text{C} \pm 1^{\circ}\text{C}$  and relative humidity of  $50 \pm 5\%$  RH.
4. The system shall contain energy efficient Scroll compressor, Evaporator, Humidifier, Condenser and an Electronic Expansion Valve (EEV), all of which shall be contained within the cabinet of the unit.
5. The basic requirement of the PAC units and their components are mentioned in the following paragraphs. However, tenderer may choose to offer better specifications as recommended / designed by the various OEMs duly supported by the leaflet / catalogue etc. meeting the Bank's requirement.
6. **Cabinet Construction-** The unit shall be having 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 shall be having side panel double skinned with fiber glass insulation inside.
7. **Air Filtration-** The filter chamber shall be an integral part of the system and withdrawable from the front of the unit. The filtration shall be 95% down to 5 microns. The frame of the filter shall be made of galvanized steel. The unit shall have clogged filter alarm which shall send a visual alarm to display.
8. **Fans-** The fan section shall be designed for the required tonnage of the system. The fans shall be located downstream of the evaporator coil and be of the backward curved EC fan, double width, double inlet, and shall be statically and dynamically balanced. Each fan shall be separately driven by high efficiency electric motors. The motor base plate shall include locators to ensure optimum axial alignment of the motor. The Fan have the following features-
  - Continuous speed control across full operating range
  - Soft start without inrush current
  - No transmission losses
  - Low noise and vibration free operation
  - High efficiency across full operating range
  - Integral overload protection.

- 9. Humidifier-** The unit should be fitted with ultrasonic type / infrared type / steam electrode type humidifier. Humidification shall be provided by boiling water in a high temperature polypropylene steam generator. The steam shall be distributed evenly into the bypass air streams of the environment control system to ensure full integration of the water vapor into the supply air without condensation. The humidifier shall be capable of providing sufficient amount (in kg) of steam per hour so as to match with the RH requirements of the area. The waste water shall be flushed from the humidifier by the initiation of the water supply solenoid water valve via a U-pipe overflow system. The drain solenoid valves will not be used. The humidifier should be easily maintainable.
- 10. Compressor-** The indoor unit shall be complete with variable capacity compressor (i.e Digital Scroll / Inverter Controlled) and shall be suitable to top discharge. **Tandem scroll is not acceptable in any case.** The compressor shall be of the high efficiency compliant scroll design with a COP (coefficient of performance) not less than 3.25 at Air-Conditioning and Refrigeration Institute (ARI) rating conditions. The compressor shall be charged with mineral oil and designed for operation on R 410A as per the statutory requirements. Each compressor shall have internal motor protection and be mounted on vibration isolators.
- 11. Refrigeration Circuit-** 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.
- 12. Evaporator Coil-** The evaporator coil shall be A-shape coil (for down flow) or V-shape coil (for upward flow) or flat-shaped as per manufacturer's (OEM's) standard design incorporating draw-through air for uniform air distribution. The coil shall be constructed of rifled bore copper tubes and louvered aluminium fins, with the frame and drip tray fabricated from heavy gauge aluminium. All metal parts in contacts with condensate shall be the same material to prevent electrolytic corrosion. The drip trays shall ensure the collection of condensate and be accessible for cleaning.
- The cooling coil shall be multi rows deep and with suitable fin space. Coil selection to be suitable for SHF>0.94 and provided with hydrophilic coating to minimize / eliminate water carry over into the airflow stream. Drain pan of SS 304 shall be factory insulated with at least 9 mm thick closed cell elastomeric insulation, joints sealed with self-adhesive tape of same material. Fixing of coil section and drainpipe shall be done in such a way to avoid direct metal contact with any other un-insulated metal part in order to avoid condensation. The drain piping and refrigerant piping within the unit shall be insulated with at least 9mm thick closed cell elastomeric insulation in tubing form. The computerized selection and test certificates for the cooling coil shall be submitted by the successful bidder.
- 13. Dehumidification-** A specific dehumidification cycle (split-suction) shall operate 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.
- 14. Remote Air-Cooled Condenser-** The condenser should be with fan speed controller designed and set for usages of R410A refrigerant. The condenser should be having stable



operating conditions from -5 °C to 45 °C ambient temperature (ambient condition of Kochi). The air-cooled condenser shall be the low profile, weather proof type incorporating high efficiency, direct drive, external rotor motors with axial blade fans. The condenser shall be constructed from heavy-duty aluminums and corrosion resistant components. Heavy duty mounting legs and all assembly hardware shall be included. The outdoor shall be mounted to withstand tough environmental conditions and high wind speeds as per the latest relevant IS code limits. The condensers shall be suitable for 24-hour operation and be capable of providing vertical or horizontal discharge. The condenser shall be fully factory wired and require a 230V, single phase, 50 Hz, electrical services.

**15. Fan Speed Control Condenser-** The condenser fans shall be directly driven by electric motors with an IP54 enclosure rating and class F insulation. The motor shall be equipped with permanently sealed ball bearing and high temperature grease. The motors shall be speed controlled to ensure stable operating conditions from -5 °C to 45 °C ambient temperature (ambient condition of Kochi) by a factory fitted, direct acting pressure actuated fan speed controller. The control system shall be complete with input isolation switch, transducers, and pressure switches. The high-performance heat exchanger shall include mechanically expanded crosshatched copper tubes and louvered aluminum for maximum heat transfer. The coil shall be finished in a high temperature modified epoxy coating to offer increased protection in aggressive environments. The coil rows, maximum face velocity and minimum fin spacing should be as per the manufacturer's (OEM's) standard. The outdoor condenser must be provided with sufficient number of fans as per OEM standards with electronically commutated motors which must include micro-controller with option to set ambient temperatures / system pressure etc. The logic of operation of EC motor must be to maintain a constant discharge pressure in the circuit irrespective of ambient temperatures.

**16. Microprocessor 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 (In-system-Programming) technology to support program upload via a PC.

The controller shall allow setting and monitoring of the room parameters. The unit should utilize multiple temperature sensors placed at the rack inlet to ensure management and control of temperature by rack. The control strategies shall be microprocessor-based programmable integrated differential controller (P-I-D) 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

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

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

The unit shall also incorporate the following protections:

- Single phasing preventers.
- Reverse phasing
- Phase unbalancing
- Phase failure
- Overload tripping of all components

**17. Scaffolding-** The scaffolding required for laying of Copper tubes, cables, earth strips etc., if required, shall be provided by the contractor without any additional cost

Place:

Signature and Seal of The Contractor

Date:

### **Section-VII – List of Approved Makes**

<b>Sl. No.</b>	<b>Equipment</b>	<b>Approved Make</b>
1	Precision AC Units	Vertiv / Swegon Blu Box / Stulz / Schnieder Electric / Climaveneta- Mitsubishi.
2	Power Cables (FRLSH / FRLS with IS mark)	Polycab / Finolex / RR Kabel
3	Control Cables (FRLSH / FRLS with IS mark)	Polycab / Finolex / RR Kabel
4	MCCB / MCB / RCCB / Contactor	Legrand / L&K / ABB / Siemens / Schneider / Alstom
5	PVC Drain Pipe	Supreme / Astral / Prince or equivalent approved by the Bank
6	GI Humidifier Pipe	Supreme / Astral / Prince or equivalent approved by the Bank
7	Insulating Materials	Armacell / K-flex / U.P.Twiga / Owen Carning or equivalent approved by the Bank
	The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and shall be subject to the Bank's approval.	

We hereby confirm that the offered equipment is as per the tender specifications and deliver the objective and requirement of the Precision Air conditioner system stated in the tender.

Place:

Signature and Seal of The Contractor

Date:

### **Section-VIII- Technical Particulars**

(To be furnished by the tenderer along with part-I of the tender, duly filled and signed)

#### **1. Precision AC Unit**

Make	
Model	
Nominal Cooling Capacity (TR)	
Input Power Consumption (watts)	
Voltage (V)	
No. of Phases	
Rated Current (A)	
Cooling Capacity BTU / hours Rated / Maximum	

#### **2. Condenser**

Make	
Type	
Refrigerating Capacity (TR)	
Type of Refrigerant	
No. of compressors per unit of 10TR	
Is capacity control provided	
Type of capacity control	

#### **3. Condenser**

Cooling type	
Mounting Type	
Capacity per condenser (TR)	
Discharge (CFM)	
Height (mm)	
Width (mm)	
Depth (mm)	
Weight (kg)	
No. of condensers per unit of 10TR	
Whether anti corrosion provided on the coil	

#### **4. Evaporating Unit**

Height (mm)	
Width (mm)	
Depth (mm)	

Weight (kg)	
Nominal Cooling Capacity (TR)	
Materials used for tubes	
Materials used for fins	
Air discharge route	
SHF	
Air discharge (CFM) (min 2400 CFM)	
No. of cooling circuits	
Number of blowers	
CFM per blower	
Type of blower	
Noise level (dB)	
Remote monitoring / operation	

### 5. Expansion Device

Make	
Model	
Type	
Quantity	

### 6. Filter

Type / Media	
Quantity	
Size	

### 7. Miscellaneous Specifications

Certification / Standards	
Guaranteed fault repair time	
Vibration level (should be as per applicable limits)	
ISEER / STAR	

Place:

Signature and Seal of The Contractor

Date:

### **Section-IX- Schedule of Technical Deviations**

(To be furnished by the tenderer along with part-I of the tender, duly filled and signed)

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

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Deviation Proposed</b>

Place:

Signature and Seal of The Contractor

Date:

### **Section-X – Checklist of Commercial Conditions**

<b>Sl. No.</b>	<b>Description</b>	<b>The Bank's Terms</b>	<b>Acceptance of the Bank's Terms (Yes / No)</b>
1	Validity of Tender	90 days from the date of opening of Part-I.	
2	Earnest Money Deposit (EMD)	<b>₹60,000/- (Rupees Sixty Thousand only).</b>	
3	Terms of payment for work.	As per section-II-clause-22.0 of Part-I of the tender.	
4	Terms of payment for CAMC.	Quarterly payment after satisfactory completion of the service and submission of duly signed service reports. (As per section-II-clause-21.0 of Part-I of the tender).	
5	Technical Specifications	As per section-VI and section-VII of Part-I of the tender.	
6	Terms, Conditions and Payment terms during CAMC.	Confirm that the terms, conditions and payment terms for the CAMC and conditions for renewal of CAMC as per the tender provision are acceptable.	
7	Warranty Period / DLP	12 months from date of handing over of the entire work including defective material and workmanship.	
8	Service after sales	Free of cost during the warranty period (DLP), including replacement of any material / assembly / equipment / software if found necessary.	
9	Completion Period	<b>60 days from the tenth day from the date of work order / intimation from the Bank</b> as per detailed completion program indicated in section-II-clause-19.0 of Part-I of the tender.	
10	Liquidated Damages	As per section-V- "Appendix Hereinbefore Referred To".	
11	Penalty for delay in providing service.	As per section-II-clause-21.0 of Part-I of the tender.	
12	Service Facility	Shall be available at Kochi and approachable on telephone, pager, and mobile.	

13	Committed period for system CAMC	At least 9 years after One-year defect liability period (DLP).	
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Place:

Signature and Seal of The Contractor

Date:





**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**

[www.rbi.org.in](http://www.rbi.org.in)

**Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi**

**Part-II**  
**(Price Bid)**

**Unpriced Bill of Quantities**

Sl. No.	Description of Item	Unit	Qty.	Rate
1	<b>Precision AC Units:</b> Supply of minimum 5TR total cooling capacity, floor-mounted, top-discharge, air-cooled, DX-type precision air conditioning unit with air flow rate not less than 2400 CFM and sensible heat ratio (SHR) not less than 0.94 having inbuilt auto sequencing program to operate under 1 working and 1 standby mode with operational and control features complete as per technical specification mentioned in Part-I of the tender. (Rate shall be inclusive of pressure reducing valve for humidifier line, plenum with linear grill for precision units and sequencing cable for precision AC units.	2	nos.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula-</i> <b>Sl. No. 1 = a*Qty.*1.18</b>
2	Installation, Testing and Commissioning of precision ACs with required accessories, spares, and required modification as per site requirement, adhering to the specifications, terms and conditions, scope of work detailed in Part-I of the tender. The charges shall be inclusive of all overheads such as loading / unloading, transportation, scaffolding erection, delivery, etc.	2	nos.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula-</i> <b>Sl. No. 2 = a*Qty.*1.18</b>
3	<b>Refrigerant Copper Piping:</b> Supply, installation, testing, and commissioning of suitable diameter (for single run of) refrigerant copper piping (hot, cold fluid lines, hard / soft drawn as required) for precision AC units with all required accessories and spares as per technical specification mentioned in the part-I of the tender. The charges shall be inclusive of	100	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula-</i> <b>Sl. No.3= a*Qty.*1.18</b>

	vacuumization, nitrogen testing, refrigerant topping, and any other overheads in relation to the item's commissioning.			
4	<b>PVC Drain Piping:</b> Supply, installation, testing, and commissioning of rigid CPVC drain piping of suitable diameter for precision AC units with all required adhesives, accessories (such as elbows, tees, reducers, etc.), and spares as per technical specification mentioned in the part-I of the tender document.	25	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 4 = a*Qty.*1.18</b></i>
5	<b>Freshwater Piping:</b> Supply, installation, testing, and commissioning of class B GI / rigid CPVC piping of suitable diameter for precision AC units' freshwater connection with all required adhesives, accessories (such as elbows, tees, reducers, etc.), and spares as per technical specification mentioned in the part-I of the tender document.	10	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 5 = a*Qty.*1.18</b></i>
6	<b>Nitrile Thermal Insulation:</b> Supply, installation, testing, and commissioning of closed cell elastomeric nitrile rubber tubular insulation of suitable diameter, having min. 9mm thickness, of class 'O', for providing insulation to- a. Refrigerant copper piping lines of precision AC units. (In case of hot gas line, insulation to be provided inside the air conditioned space only. However, for liquid line, the insulation has to be provided for full length. b. PVC drain piping of precision AC units. with all required adhesives, accessories, and spares as per technical specifications as mentioned in the part-I of the tender document.	125	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 6 = a*Qty.*1.18</b></i>
7	<b>Communication Cabling:</b> Supply, laying, testing, and commissioning of approved make PVC insulated and sheathed cable of necessary cross section and no. of cores as per OEM recommendations, inside approved make medium-duty PVC conduit of min. diameter 25mm, with all accessories such as bends, tees, saddles / spacers, etc., and spares as required and as per standards and the detailed technical specification in part-I of the tender document, for connection between the precision ACs' indoor and outdoor units,	150	Mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 7 = a*Qty.*1.18</b></i>

8	<b>Power Cabling:</b> Supply, laying, testing, and commissioning of the following XLPE insulated 1.1 kV grade of 4 core armoured copper power cable of cross section not less than 10 sq. mm. between indoor unit and nearest supply point. The rates shall include end terminations termination of the cable with brass compression glands and suitable sized copper lugs, and with all accessories and spares, as required and as per standards and the detailed technical specification in part-I of the tender document.	15	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 8 = a*Qty.*1.18</b></i>
9	Supply and installation of perforated hot dipped closed type GI Cable tray of suitable size on wall having Galvanisation thickness not less than 50 microns with perforation not more than 17.5%, in convenient sections, joined with connectors, tees, bends, including GI bolts and nuts, etc. as required.	25	mtrs.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 9 = a*Qty.*1.18</b></i>
10	<b>Outdoor Unit Stand:</b> Supply, installation, testing, and commissioning of suitable sized MS stand for the outdoor units of the of precision AC units, fabricated with MS angles of size not less than 25mm x 25mm x 5mm, and fixing the same firmly to floor level as per site conditions (should withstand wind speed of 180 kmph), along MS clamps, anti-vibration pads, nuts, bolts, supports etc., and with all other accessories and spares, as required and as per standards and the detailed technical specification in part-I of the tender document. The stands shall be finished with min. 2 coats of zinc chromate / red-oxide primer, and min. 1 coat of black / brown enamel paint pf approved quality for preventing corrosion.	2	nos.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 10 = a*Qty.*1.18</b></i>
11	<b>Indoor Unit Stand:</b> Supply, installation, testing, and commissioning of suitable sized MS stand for the indoor units of the of precision AC units, fabricated with MS angles of size not less than 25mm x 25mm x 5mm, and fixing the same firmly to floor level as per site conditions, along MS clamps, anti-vibration pads, nuts, bolts, supports etc., and with all other accessories and spares, as required and as per standards and the detailed technical specification in part-I of the tender document. The stands shall be finished with min. 2 coats of zinc chromate / red-oxide	2	nos.	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 11 = a*Qty.*1.18</b></i>

	primer, and min. 1 coat of black / brown enamel paint of approved quality for preventing corrosion.			
12	Cost per annum for all-inclusive comprehensive annual maintenance contract (CAMC) for the entire system of each precision AC unit as specified in part-I of the tender document. The rates shall include charges for consumables, labour, transportation, cost of insurance policies applicable (for transit, storage, workmen compensation, third party liability, erection, and contractor's all risk, and any other, etc.) as indicated in specifications and tender's relevant terms and conditions in part-I, at existing GST rate. The quoted CAMC rates are applicable for first year of CAMC after expiry of the one-year guarantee period / warranty / DLP.	2	Rates per annum for PAC unit	<i>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula- <b>Sl. No. 12 = a*Qty.*1.18</b></i>
	<b>Total (incl. of GST)</b>			<b>(Sl. No. 1 + ..... + Sl. No. 11) + 7.11 * (Sl. No. 12)</b>

**Note:**

1. Rates are to be quoted only in the online price bid, Due to the limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each item given in the Unpriced Bill of Quantities (BoQ) given in part-II of the tender document. For execution and rate purpose, the details given in Bill of Quantities in part-II of the tender document will be implemented.
2. The bidders are advised to quote only base rate for items in part-II, i.e., the rates for the items in part-II should be quoted exclusive of GST. However, all the items in the price bid will be subjected to GST @ applicable rates, and the entire value (i.e., the base rate quoted by the successful bidder for item referred at serial number of price bid plus applicable GST thereon) will be taken as the total contract value of the work. No change in quoted rates will be accepted. Further, the CAMC rates quoted shall be automatically multiplied by the NPV factor as indicated at section-II- para 15.0 of part-I.
3. The price bid format given above is only for illustrative purpose. Bidders are requested not to upload price bid along with part-I tender documents. Price should be submitted online, only through MSTC portal. Submission of price bid along with part-I tender documents will lead to disqualification of tender.

Place:

Signature and Seal of The Contractor

Date:

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

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

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

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

Signature(s) of the Bidder:

Name(s), Stamp / Seal of the Bidder:

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

**PROFORMA OF UNDERTAKING FOR SITE VISIT BY CONTRACTOR**

(Regarding site visit by the tenderer to understand the work)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

We, ....., the tenderer for the above work, hereby confirm that, we have visited the site and understood the proper details of the existing air-conditioning at the premises, and, the scope of work for the proposed new Precision AC.

Yours faithfully,

(.....)  
Authorized Signatory

***(Name and Address of the Company with Company Seal)***

Place:

Date:

**PROFORMA OF UNDERTAKING FOR MAINTENANCE CONFIRMATION BY THE BIDDER**

(To be issued by the bidder of the offered make of equipment on his letterhead, if the bidder is not the original equipment manufacturer (OEM))

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

We hereby undertake to maintain the Precision AC to be installed by us in your above premises satisfactorily, for a period of not less than 09 years after expiry of the One-year 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.

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

Yours faithfully,

(.....)  
Authorized Signatory

***(Name and Address of the Company with Company Seal)***

Place:

Date:

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

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

Ref: **NIT / Advt. No....., dated.....**

**WHEREAS**

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

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

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

**NOW THIS GUARANTEE WITNESSETH**

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

**2.0** We also agree to undertake to and confirm that the sum not exceeding ₹ ..... (Rupees ..... only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is



due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that-

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

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

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said Clients / Constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ..... (..... months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

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

Authorized Bank Official 's Signature (with Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

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

Witness

(1) Signature with  
Name, Address and Date

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(2) Signature with  
Name, Address and Date

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

### Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Kochi, Lissie Jn., Kaloor, Kochi- 682018, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai- 400001 (hereinafter called "the Employer") of one part and \_\_\_\_\_ (hereinafter called "the Contractor") of another part.

WHEREAS the Employer is desirous of carrying out the work of '**Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi**'. And has caused specifications and schedule of quantities describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works 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 "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

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

**2.0** 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.

**3.0** The term "Architect" in the said conditions shall mean CGM-In-Charge, Premises Department, Reserve Bank of India, Mumbai, for the purpose of this contract.

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

**5.0** The said Conditions, Appendix and various schedules thereto and any correspondence exchanged between the Bank and the firm from the date of opening Part-I of the tender till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

**6.0** The plans, agreement and documents mentioned herein shall form the basis of this Contract.

**7.0** This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of **‘Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi’**, subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates / amounts contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

**8.0** The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations and fittings, telephone, air conditioning and any 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.

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

**10.0** Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within **60 days from the tenth day from the date of work order / intimation from the Bank** subject nevertheless to the provisions for extension of time.

**11.0** All payments by the Employer under this Contract will be made only at Kochi.

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

**13.0** 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(s).

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

**14.1** 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.

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

14.3 The Contractor shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

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

14.4 The CAMC amount for 1st year CAMC period (after expiry of One-year DLP) is Rs. \_\_\_\_\_/- (Inclusive of 18% GST).

## **15 Security Deposit**

### **15.1 Bank Guarantee during execution of work**

On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent)** of the contract value in the form of a Bank Guarantee (Security Deposit) from any scheduled Bank in the form prescribed by the Bank as per [Annexure-6](#) (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

- d) This Bank Guarantee towards security deposit for the due fulfilment of the contract, shall be valid for the contract completion period up to the date of handing over of the Precision AC. The BG shall be suitably extended till completion of the work plus three (3) months in case of extension of contract period.
- e) The successful tenderer failing to furnish the Performance Bank Guarantee within stipulated time period shall be liable for penalty at bank rate for the delay period and their tender shall be liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.
- f) The NEFT / DD / Bank Guarantee (BG) towards earnest money deposit furnished at the time of submission of tender will be returned thereafter.

### **15.2 Bank Guarantee during Defect Liability Period and CAMC period:**

After completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per [Annexure-6](#) for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an amount equal to **10% of the capital cost of work valid for initial 05 years**, and thereafter for an amount of **5% of the Capital cost of work for rest 05 years**. The BG shall be renewed 2 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of **ten (10) years (One-year DLP and 09 years CAMC)**.

**16.** 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 earnest money deposit 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 made good in cash the amount so deducted.

### **17.0 Lowest Tender Not Necessarily to Be Accepted**

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

**17.2** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

### **18.0 Right to Accept Part Tender**

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

### **19.0 Evaluation of Tender**

The tenders will be evaluated not only on the basis of capital cost quoted for the AC system but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 09 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered::

$$\text{Total Cost of Ownership} = [ A + ( F * B ) ]$$

Where, A= Capital Cost Precision AC  
B= Comprehensive CAMC Value of Precision AC  
F= 7.11 (Multiplying Factor)

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 from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of the service

### **Minimum Base Rate for Comprehensive AMC**

Minimum Base Rate for Annual maintenance / service Contract is 5% (Five) of total capital cost. In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject to renewal formulae indicated in the tender.

### **20.0 Signing of Contract Agreement**

**20.1** The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, conditions of contract and technical specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order / final contract to be entered into with the successful tenderer.

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

**20.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

**20.4** On receipt of intimation from the Bank of the acceptance of submitted 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 articles of agreement ([Annexure-5](#)). **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.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender, in itself, will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

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

## **21.0 Import and Export License**

**21.1** Import License, 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 license shall be the sole responsibility of the tenderer.

**21.2** The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license 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 export license, 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.

## **22.0 Pre-dispatch Inspection**

**22.1** At Bank's discretion, the Precision ACs may be inspected by the Bank's Engineers at factory premises before dispatch and cleared for shipment. Vendor should submit detail inspection / Q.A plan along with the offer. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the site

during the period of defects liability and subsequent CAMC period. Supplier shall submit the factory test report / result for the supplied equipments during the inspection itself.

**22.2** Further, 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.

**22.3** 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.

**22.4** Cost of Inspection: The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test / inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of travelling, boarding and lodging, of the Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

**22.5** Method of Testing: The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**22.6** Inspector Authority to certify performance: 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.

**22.7** Consequence of rejection: If on the equipment or the equipment or its 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 authorize 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 regarding supply under the contract; or



iii) Cancel the contract and purchase / execute or authorize the purchase / execution of the quantity / work 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.

**22.8** The Bank's Engineer's decision as to rejection is final: The Bank's Engineer 's decision regarding the rejection shall be final and binding on the contractor subject to contractor's appeal.

### **23.0 Completion Period**

**23.1** Time allowed for carrying out the work is **60 days from the tenth day from the date of work order / intimation from the Bank**, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the tenth day after written order to commence the work is issued from the Bank. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Liquidity Damages" stated in section-V- "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

**23.2** The contractor shall submit a **Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent**. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

**23.3** Bank will provide lockable 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.

### **24.0 Insurance**

The contractor shall take insurance policies in the joint names of the Bank and the contractor (the Bank's name being first) from date of despatch of first consignment of material from manufacturer, till the completion of work or handing over the Precision AC to the Bank. The rates quoted shall include the cost of these insurance policies. The policies shall cover the following risks:

- Transit insurance for transportation from manufacturer's to site (By air / sea / road etc., as applicable).
- Contractors all risk insurance inclusive of fire, earthquake, storage, erection, Testing, and Commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹ 10 lakhs and with a limit of ₹ 2 lakh per accident.

**Note:** These policies shall be valid till the completion of work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

### **25.0 Warranty and Comprehensive Annual Maintenance Contract (CAMC)**

**25.1** The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate / handing over for the entire work, which in the opinion of the Employer have arisen from bad

workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the Precision AC free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required of him.

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

## **25.2 Comprehensive Annual Maintenance Contract (CAMC)**

The tenderer shall quote his rates in rupees per Precision AC per annum and shall furnish an undertaking for providing Comprehensive Annual Maintenance Contract for satisfactorily providing support, spares and maintain the Precision AC satisfactorily for a minimum period of 09 years from the expiry of 12 months free warranty period.

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

- Periodical servicing /Health check up of the system including spare parts replacement if any parts found faulty at the time of maintenance and attending all 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.
- Checking of PAC units comprising of Air cooled condensers.
- Checking of electrical connections at main switch, wiring, and cooling efficiency.
- 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 condensation coil, evaporator coil etc.
- Checking of abnormal noise due to bearing failure, oiling of motor etc.
- Checking of the connected ductings, supply outlets dampers, grills, thermal insulations, canvass connections etc.
- Topping up of refrigerant gas as and when required to maintain efficiency of all units as per OEM standard.
- 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.
- The scope of maintenance in addition to periodic maintenance (monthly) will also include attending to any number of breakdown calls.

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

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Precision Air conditioning unit is kept minimum and the PAC units shall be attended within 24 hours of receiving the complaint. In case, the entire PAC system of Server room remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Precision AC system.

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

### **Renewal of Comprehensive Annual Maintenance Contract rates:**

Immediately after successful completion of DLP, the contractor shall carry out Comprehensive Annual Maintenance Contract (CAMC) work at the quoted/ approved rates for CAMC. After completion of DLP and 1st year CAMC, rates will be revised for further 08 years as given below:

The CAMC charges will also be considered while evaluating tender as prescribed in the section-II-para 15.0 "evaluation of tenders". Further renewal amount for the CAMC shall be worked out as per the following formula:

$$A_c = A_p / 100 [ 15 + 60 \times (W_{Pc} / W_{Pp}) + 25 \times (C_{Ic} / C_{Ip}) ]$$

$A_c$  = The contract amount for the current year.

$A_p$  = The contract amount for the previous year.


$W_{Pc}$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.

$W_{Pp}$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.

$C_{Ic}$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the current year.

$C_{Ip}$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the previous year.

### **25.3 Scope of works during Warranty and CAMC**

The Precision AC shall be guaranteed against faulty workmanship / poor material quality and failures due to the same, for minimum of 12 months from the date of commissioning. 

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any Precision Air conditioning unit is kept minimum and the PAC units shall be attended within 24 hours of receiving the complaint. In case, the entire PAC system of Server room remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the Precision AC system.

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

## **26.0 Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

### **First Stage Payment:**

60% of the accepted amount on pro-rata basis against delivery of all materials at site after checking the same and on submission of the following documents:

- i) The Manufacturer's Inspection and Test Certificates
- ii) The Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
- iii) The Bank Guarantee towards Security Deposit ([Annexure-6](#))
- iv) The Policies of insurance covering all the risk during transit, storage, installation, commissioning and handing over including third party liabilities as per the tender conditions.
- v) The Factory Inspection report signed by the Bank's Engineer.

### **Second Stage Payment:**

25% of the quoted rate on pro-rata against erection, testing and commissioning.

### **Final Stage Payment:**

Balance 15% payment shall be released against submission of Bank Guarantee as per section-II-para 12.10.ii of the tender document and complying with the technical observations of the Bank, if any.

### **Other Issues**

**27.** The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure-3](#)) that they will maintain the Precision AC satisfactorily for a minimum period of 09 years from the date of expiry of the One-year defect liability period at the rate quoted by them in this contract towards Comprehensive Annual Maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

**28.** The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes must be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

**29.** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all

local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

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

**31.** The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays / Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

**32.** Guarding and protecting hoist way shall be responsibility of the tenderer from the date of commencement of work at site.

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

**34.** 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.

**35.** A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderers are expected to explain in detail the various designs in Precision AC mechanism offered, which would give a more enhanced working and finish.

**36.** 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. He should make his own arrangement for storage and protection of all materials supplied by him.

**37.** The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hrs. / beyond office hrs. / Saturdays / Sundays / Bank's holidays.

**38.0 The contractor shall comply with the provisions of Prevention of Sexual Harassment at workplaces Act.**

**38.1** The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

**38.2** Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

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

**38.4** The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

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

*If the contractor is a partnership or an individual.*

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

*If the contractor is a company.*

#### **Signature clause**

**SIGNED AND DELIVERED by the Reserve Bank of India by the hand of**  
**Shri.** \_\_\_\_\_

**(Name and Designation)**

**In the presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Witnesses)**

#### **Signature clause**

**SIGNED AND DELIVERED by**

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

**In the presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Witnesses)**

**The COMMON SEAL OF \_\_\_\_\_  
Was hereunto affixed pursuant to resolutions  
passed by its Board of Directors at the meeting  
held on \_\_\_\_\_ in the  
presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Directors, who have signed these presents in  
token thereof in the presence of**

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

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED AND DELIVERED by the Contractor by the  
hand of Shri. \_\_\_\_\_  
and duly constituted attorney.**

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

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

Ref: **NIT / Advt. No....., dated.....**

**WHEREAS**

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

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

**NOW THIS GUARANTEE WITNESSETH**

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

**2.0** We also agree to undertake to and confirm that the sum not exceeding ₹ ..... (Rupees ..... only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall



be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to the RBI any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that-

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

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

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said Clients / Constituents in Contracting for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

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

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

Yours faithfully,

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

Authorized Bank Official 's Signature (with  
Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

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

Witness

(1) Signature with  
Name, Address and Date

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(2) Signature with  
Name, Address and Date

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

[illegible][illegible]

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[illegible]

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

[illegible][illegible]

[illegible][illegible][illegible]

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

<b>Savings Bank Account:</b>		<b>Cash Credit Account:</b>		<b>Current Account:</b>	
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[illegible]

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**Supplier's Seal:**

**Authorized Signature of the Supplier:**

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

**Date:**

**Bank's Stamp:**

**Authorized Signature of the Officer of the Bank:**

**PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST NON-COMPLIANCE TO  
CONTRACT LABOUR RULES / REGULATIONS**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

We, M/s ..... (name of the 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. the 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 M/s .....

(.....)  
Authorized Signatory

***(Name and Address of the Contractor with Sign and Seal)***

Place:

Date:

**PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST PATENT RIGHTS**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

We, M/s ..... (name of the Contractor), hereby undertake to fully indemnify and keep indemnified the Employer, i.e. the 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 the 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 M/s .....

(.....)  
Authorized Signatory

***(Name and Address of the Contractor with Sign and Seal)***

Place:

Date:

**PROFORMA FOR LIST OF CLIENTS**

(For whom works of similar scope, each qualifying minimum eligibility criteria, have been completed in the last 5 years.)

Sl. No.	Details	Client no. 1	Client no. 2	Client no. 3
1	Name, address, fax and telephone nos.			
2	Project name, location and address.			
3	Brief details of the work.			
4	Value of work as completed.			
5	Date of award of contract.			
6	Date of completion of work.			
7	Whether the work was carried out under architect / consultant, if so, details.			

**Note:** Add more columns in case of more than 3 clients.

Place:

Signature and Seal of The Contractor

Date:



**PROFORMA FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

Name and Address of the Client:

Details of Works executed by M/s ..... (name of the Contractor).

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

Place:

Signature of Reporting Officer with Office Seal  
(*Officer of rank of Executive Engineer or equivalent.*)

Date:

**Note:** All columns shall be filled in, properly 'counter signed'.

**PROFORMA FOR BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

1. Composition of the firm:  
(whether Partnership / Private Limited / Proprietorship / Public Limited.)
2. Name of the Proprietor / Partners / Directors of the firm:
3. Turnover of the firm for the last 3 years (year wise):
4. Credit facility / Overdraft facility enjoyed by the firm:
5. Dealings:
6. The period from which the firm has been banking with your bank:
7. Any other remarks:

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost **₹30,00,000/-**.

Place:

Authorized Bank Official 's Signature with Bank's  
Seal

Date:

**Note:**

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

**PROFORMA OF LETTER OF AUTHORIZATION FROM THE OEM  
TO PARTICIPATE IN THIS BID**

(To be issued by the manufacturer of offered make of equipment on his letterhead)

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

Dear Sir,

Subject: Authorization Letter to M/s \_\_\_\_\_ for participation in the bid for **Design, Supply, Installation, Testing and Commissioning of 2x5TR Precision Air Conditioning System for IT Server Room, Office Building, Reserve Bank of India, Kochi.**

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

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum 10 years from the date of this letter.

In the unlikely event of M/s \_\_\_\_\_ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 10 years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_

(Name of the manufacturer)

Signature of authorized signatory:

Name :

Designation :

Email address:

Address :

Date :

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

(On Bankers' Letter Head)

Place:

Date:

To,  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

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 and Seal

**Note:**

1. Bankers' certificates should be on letter head of the Bank
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**COMPLAINT ESCALATION MATRIX**

Sl. No.	Support Level	Name & Designation	Contact No.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Place:

Signature and Seal of The Contractor

Date: