



**Reserve Bank of India
Estate Department
Bhubaneswar**

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar.

e-Tender No: RBI/Bhubaneswar/Estate/ 39/25-26/ET/744

Part I (Techno-Commercial bid)

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अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, भुवनेश्वर ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्ति या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

DISCLAIMER

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**Reserve Bank of India
Estate Department
Bhubaneswar**

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar.

Reserve Bank of India invites two-part e-tender for “Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar”. Interested and eligible companies / firms can download the tender form from Reserve Bank of India's website https://rbi.org.in/Scripts/BS_ViewTenders.aspx and MSTC website <https://www.mstcecommerce.com/eproc>. The estimated cost of the tender is ₹18 lakh. The timelines for the tender are as follows:

1	Date and time of downloading Tender Form from Website	December 22, 2025 from 18:00 Hrs.
2	Last date for submission of tender form	January 05, 2026 up to 16:00 Hrs.
3	Last date for submission of earnest money	January 05, 2026 up to 16:00 Hrs.
4	Date and time of opening of Tender part - I	January 05, 2026 at 16:15 Hrs.
5	Earnest Money	₹36,000/-

All interested companies/agencies/ firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and MSTC website. The Bank reserves the right to reject any tender or all tenders without assigning any reason.

**Regional Director
Bhubaneswar**

**SCHEDULE OF TENDER
(SOT)**

1. e-Tender No.	RBI/Bhubaneswar/Estate/ 39/25-26/ET/744
2. Name of the Work:	Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2 nd Floor, Main Office Building, Bhubaneswar
3. Mode of Tender:	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid) through MSTC website https://www.mstcecommerce.com/eprocn
4. Date of NIT available in MSTC portal for viewing of e-Tender	December 22, 2025 from 18:00 Hrs.
5. Date and Time of the Pre-Bid Meeting	December 29, 2025 at 10:30 Hrs. at Estate Department, Second floor, RBI, Bhubaneswar
6. Date of placing minutes of the pre-bid meeting on RBI website	December 29, 2025 by 16:00 Hrs.
7. Estimated cost of the work:	₹18 Lakh (Rupees Eighteen Lakh Only)
8. Earnest Money Deposit (EMD)	₹36,000/- (Rupees Thirty-Six Thousand Only) i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to estatebhubaneswar@rbi.org.in Or ii. Demand Draft/ Banker's Cheque/ Bank Guarantee: DD/BC/BG in favor of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001
9. Last date of submission of DD/ Bank Guarantee/NEFT for EMD	January 05, 2026 up to 16:00 Hrs.
10. Performance Bank Guarantee (PBG)	5 % and 10% of Contract amount.
11. Retention Money (Rs.) to be deducted from each RA bill/Final bill.	5% of actual executed work value from each RA bill/Final Bill.

12. Time allowed for completion of the work	30 days from the 14 th day of issue of work order
13. Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eproc	December 29, 2025 from 16:00 Hrs.
14. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	January 05, 2026 up to 16:00 Hrs.
15. Date & Time of opening of Part-I (i.e., Techno-Commercial Bid)	January 05, 2026 at 16:15 Hrs.
16. Date & Time of opening of Part- II (i.e., Financial Bid)	Will be intimated to the eligible bidders.
17. Transaction fee	Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment. Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

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Annexure-1

Important instructions for e-procurement of MSTC Portal

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eproc/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eproc/

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a)Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number :07969066600

helpdeskho@mstcindia.in (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.

b) Contact person (MSTC)

Please visit www.mstcindia.co.in/content/Contact.aspx

Contact Person	Mail	Mobile
Shri Mahesh Ramavath	rmahesh@mstcindia.co.in	8801281004
Help Desk/ Office	helpdesk@mstcindia.co.in	0674-2544199/ 2950091

c) Contact person at RBI (RO/TE)

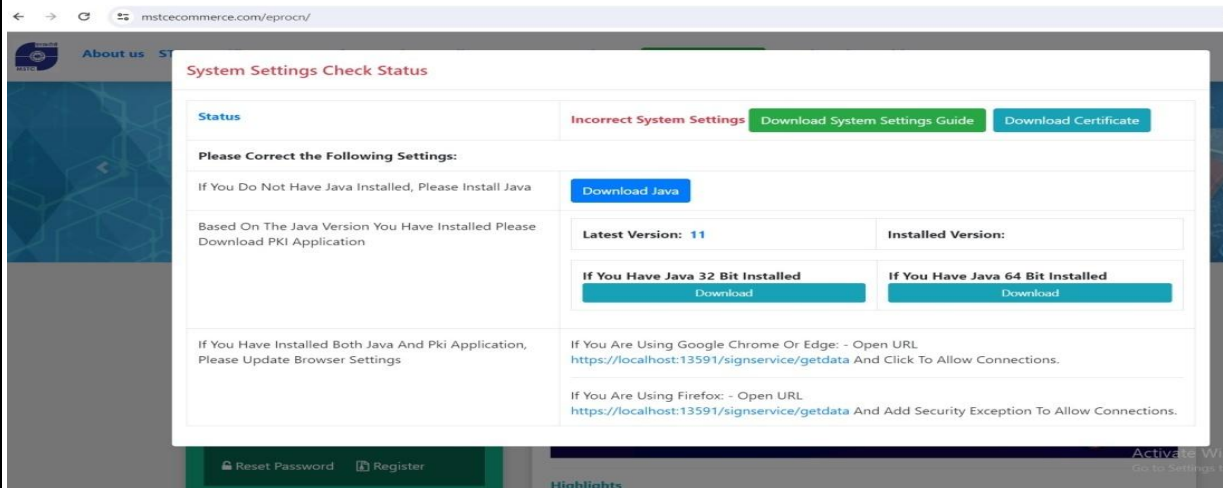
Shri Prem Shankar Konapala, AGM – premshankark@rbi.org.in (Mobile – 8074376753)

Shri Subhash Govind Pawar, Manager (T-E) – subhashpawar@rbi.org.in (Mobile – 9958969919)

Shri Aakoju Sravan Kumar, AM – asravankumar@rbi.org.in (Mobile – 8247400250)

1. System Requirement:

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



i) Windows 7 or above Operating System

ii. Edge/Google Chrome

iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

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

To enable ALL active X controls and disable ‘use pop up blocker’ under

Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee

shall be auto authorized.

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

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

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

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

5. Bidding in E-tender:

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

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

- a) Bidder(s) need to submit necessary E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website **www.mstcecommerce.com** → 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 details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their

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

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

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

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.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR**

Annexure-2

NOTICE INVITING e-TENDER
(Only through MSTC e-procurement portal)

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar

1. E-Tender in two parts is invited for “Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar”. The estimated cost of the work is ₹18 lakhs and is to be completed within 30 days from the 14th day of award of work.
2. Only OEM or its Authorized dealer with valid Authorization certificate having minimum 5 years of experience (works completed on or before November 30, 2020) in the field of undertaking similar work " Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system” for large office buildings / commercial premises / industrial houses and
3. Have successfully executed similar works during last 5 years (works completed on or before November 30, 2025) of values: -
 - (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

AND

have a minimum annual turnover of ₹ 18 lakh during the last 3 financial years and

AND

having a service set up in Bhubaneswar city will only be eligible to tender for the work.
4. The Tenderers should invariably furnish the following information/documents along with the tender documents so as to satisfy the Bank about their eligibility for participation in the e-Tendering process.

	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works 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. 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 uploaded.
	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 uploaded in proof of their creditworthiness and turnover for last three years.
	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 uploaded.
	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities/ departments under whom the work(s) was/ were executed should be uploaded.

5. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them.
6. Tender documents will be available at MSTC website i.e., www.mstcecommerece.com/eprocn on December 22, 2025. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerece.com/eprocn. Deadline for filing up and submitting the e-Tender is by **16:00 Hrs. on January 05, 2026**. Part I of the e-Tender will be opened at **16:15 Hrs. on January 05, 2026**. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in [Annexure-1](#) following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
7. Tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of ₹ 36,000/- in the form of NEFT transfer (**The bank details for NEFT are A/c Name: Reserve Bank of India, Bhubaneswar; A/c Number: 186004001; IFSC Code: RBIS0BBPA01 (Please read 5th and 10th character of IFSC Code as "Zero")**), or a demand draft favoring Reserve Bank of India payable at Bhubaneswar or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person to Estate Dept. Reserve Bank of India, Estate Department, Main Office Building, Bhubaneswar- 751001, before 16:00 Hrs. on January 05, 2026. Demand draft/Bank Guarantee should be submitted in sealed cover super scribed "EMD for tender of Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar".
8. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.
9. The applicants/tenderers have to upload the following documents on MSTC portal.
 - a. Client's certificate as per format at [Annex- B](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.
 - b. Banker's certificate as per format at [Annex -C](#) from their banker/bankers.
10. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid of the e- Tenders. If any

Tenderer is not found to possess the required eligibility for participating in the e-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 e- Tender. The Bank is not bound to assign any reason for doing so.

11. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason there for.
12. Regional Director, Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.
13. This tender document has been published in English and Hindi. If Hindi translation of this tender document conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

Place: Bhubaneswar

Date:

Regional Director
Bhubaneswar

Section I: Form of Tender

To,
The Regional Director
Reserve Bank of India
Estate Department,
Bhubaneswar

Date: _____

Place: _____

Dear Sir / Madam,

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

MEMORANDUM

(a)	Description of works	Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar
(b)	Estimated cost	₹18 Lakhs
(c)	Terms of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹ 36,000/- (Rupees Thirty-Six Thousand only)
(e)	Performance Bank Guarantee	10% of contract value for 10 yrs. at reduced rate (details as per tender clause)

(f)	Retention Money (Rs.)	5% of executed value for one year
(g)	Time allowed for completion of work from the 14 th day of issue of work order	30 days
e)	Evaluation of price bid	<u>As per tender clause 3.24</u> Total owning cost = Capital cost (supply, installation, testing and commissioning) + AMC per annum for 1 st year X 7.04

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure E](#)).
3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹75,540/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The tender submitted will be only through e-procurement of MSTC Portal.

Dated this _____ day of _____ 20____.

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 uploaded in MSTC portal).

Witnesses

(1) Signature with _____
Name, address and date _____

(2) Signature with _____
Name, address and date _____

Section II

Draft Articles of Agreement

यह करार एक पक्ष के रूप में भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई- 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरे पक्ष के रूप में (जिसे इसके बाद ठेकेदार कहा गया है) के बीच के दिन निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता बैंक के दूसरी मंजिल, मुख्य कार्यालय भवन, भुवनेश्वर में सभागार के लिए वैरिएबल रेफ्रीजरेंट फ़्लो आधारित वातानुकूलन प्रणाली का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशन कार्य की व्यवस्था एवं स्थापना करवाने के कार्य के लिए इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto. था जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य, (जिन्हें इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा जाएगा) के अनुसार कार्य को, जो उक्त ड्राइंग तथा/अथवा उक्त विनिर्देश में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर (इसके बाद इसे "उक्त संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

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

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS

1. ठेकेदार उक्त शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

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. नियोक्ता, ठेकेदार को उक्त संविदा राशि अथवा समयसमय पर देय होने- वाली अन्य राशि उक्त शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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

3. उक्त शर्तों के अनुसार संपदा विभाग ,भारतीय रिज़र्व बैंक ,भुवनेश्वरके उप महाप्रबंधक नियोक्त की तरफ से काम करेंगे।

In the said conditions hereinbefore mentioned, the DGM (Estate) shall act on behalf of the Employer.

4. उक्त शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़े जाएँगे और इस करार का हिस्सा माने जाएँगे और संबंधित पक्ष इस करार की उक्त शर्तों तथा संबंधित पत्राचार का पालन करेंगे और उक्त शर्तों के अनुसार क्रमशः अपनी ओर से करार का पालन करेंगे।

The said Conditions, and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. इसमें उल्लिखित ड्राइंग, करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

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

6. यह संविदा न तो एक निर्धारित एकमुश्त संविदा है और न ही कोई आंशिक कार्य संविदा है, बल्कि यह संपूर्ण कार्य के लिए संविदा है जिसका भुगतान वास्तविक रूप से किए गए कार्य की मात्रा तथा संभावित मात्रा के लिए कार्य की अनुसूची में उद्धृत दरों से या उक्त शर्तों में वर्णित किए गए अनुसार किया जाएगा।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but it is a Contract to carry out the work, to be paid for according to actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said Conditions.

7. ठेकेदार, नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों को सभी कार्य करने के लिए प्रत्येक उचित सुविधा प्रदान करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श इत्यादि को हुई क्षति की भरपाई करेगा।

The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने या उसके कुछ हिस्सों को बनाए रखने का अधिकार सुरक्षित होगा। तथापि, निविदा में उल्लिखित मात्रा से अधिक कार्य करने के लिए बैंक के इंजीनियर द्वारा लिखित में अनुमोदित किए बिना किसी भुगतान का पात्र नहीं होगा।

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.

9. समय इस अनुबंध के सार के रूप में माना जाएगा और ठेकेदार इसके द्वारा उसे कार्यस्थल सौंपे जाने के तुरंत बाद कार्य प्रारंभ करने एवं समय विस्तार का प्रावधान होने के बावजूद कार्य आदेश जारी होने के इनमें से जो भी बाद में , हो, तथा 30 days के निर्धारित अवधि के भीतर संपूर्ण कार्य पूरा करने के लिए सहमत हुआ है जैसा कि उक्त शर्तों में उल्लिखित है।

Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 30 days subject nevertheless to the provisions for extensions of time.

7. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिज़र्व बैंक ,भुवनेश्वर में किए जाएंगे।

All payments by the Employer under this contract will be made only at Bhubaneswar.

8. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को भुवनेश्वर में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार भुवनेश्वर में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

9. इस संविदा के अलग अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

नियोक्ता और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

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

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो) If the Contractor is a partnership or an individual नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड (यदि ठेकेदार एक कंपनी हो)	Signatures (If the contractor is Company.)
भारतीय रिज़र्व बैंक, भुवनेश्वर की ओर से हस्ताक्षरित एवं सुपुर्द श्री -----	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri -----
(नाम एवं पदनाम)	

	(name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1) ----- पता -----	(1) Address
1) ----- पता -----	(2) Address
यदि पक्ष एक साझेदारी फ़र्म या एक व्यक्ति हो	If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
----- की ओर से हस्ताक्षरित एवं सुपुर्द इनकी उपस्थिति में हस्ताक्षर किए गए	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri ----- (name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1----- पता -----	(1) Address
2) ----- पता -----	(2) Address

निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर ----- की कॉमन मुहर लगाई गई है।

(गवाह)

(1 -----

(2 -----

यदि निविदाकार कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो दस्तावेजों पर हस्ताक्षर किए हैं तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

निदेशक, जिन्होंने निम्नलिखित के साक्ष्य में दस्तावेजों पर हस्ताक्षर किए हैं।

THE COMMON SEAL OF -----

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

(1 -----

(2 -----

विधिवत गठित अटर्नी एवं यदि ठेकेदार चाहे कंपनी के रूप में

श्री -----या वैयक्तिक रूप में मुख्तारनामा के द्वारा हस्ताक्षरित एवं सुपुर्द

अंतर्गत हस्ताक्षर करता हो।

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

(1)

(2)

The Contractor by the hand of
Shri

And duly constituted attorney.

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1 e-Tenders are invited for Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar for an estimated cost of **₹ 18 Lakh** from eligible, resourceful, and efficient contractor/(s) / vendors / agencies who could render their services for the same.

3.1.2. Eligibility Criteria:

E-Tender is invited only from OEM or its Authorized dealers with valid Authorization certificate who meet the following requirements:

- Only firms who have completed works for Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for office buildings/ institutional buildings/ commercial premises with minimum 5 years of experience (works completed before November 30, 2020) in carrying out similar works for large office buildings/commercial premises and have executed successfully similar works, during last five years.
- Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements.
- Completed works of Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system 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 during the last five years (works completed on or before November 30, 2025).
- **and shall have service setup at Bhubaneswar for rendering after sales service.**

Tenderers should upload the following documents in respect of their eligibility:

- Copies of detailed work order indicating scope and value of works.
- Completion certificate for the qualifying works.
- List of completed works with all the details.
- Financial statement for turnover for last 3 years

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected.

3.1.3 Tender submission:

The tender shall be prepared and submitted online in two parts, viz., Part I containing Technical and Commercial details of the offer and online submit their consent for these conditions and Part II containing Prices only, respectively. Telegraphic, Fax and E-mail tenders will not be accepted. Insertions, postscripts, additions, and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

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

3.3 Tenders (Part I and Part II) for “Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar” should be submitted only through online mode by **16:00 Hrs. on January 05, 2026.**

3.4 a) The e-Tender should be uploaded online within the stipulated time / date i.e., **16:00 Hrs. on January 05, 2026**

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

c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.5 Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest money, however, needs to be deposited through NEFT or through Demand Draft (in person) or through Bank Guarantee (in person) to Estate Dept., 2nd floor, Reserve Bank of India, Main Office Building, Bhubaneswar – 751001 on or before 16:00 Hrs. on January 05, 2026.

3.5.2 Part I of the tender as submitted shall contain the following:

- a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) List of deviation, if any, in commercial/technical specification.

- c) A letter from the OEM, authorizing the bidder to participate in the tender along with a copy of the agreement with the OEM.
- d) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- e) The tenderer should have maintenance/service set-up at Bhubaneswar.
- f) Technical checklist shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate.

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

3.5.4 The Tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e- Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

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

3.6 Part II - Price

Part II containing price bid, which has to be filled online.

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

3.8 Opening of e- Tender

- d) Part I of the tenders will be opened electronically at **16:15 Hrs. on January 05, 2026** as specified

in the NIT. Price bid (Part II) of only 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. The Tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include, but not be limited to the following.

- Designing the VRF / VRV system based on details provided in “Section IX: Technical Specifications” by OEM and getting the same approved by Bank’s Engineer.
- Supply and delivery of all equipment, materials for the captioned work to Bank’s site at Bhubaneswar (i.e., at Bank’s office premises on 2nd floor Auditorium in Bhubaneswar) including insurance, packing, handling, transporting, loading / unloading etc. at site. Due to a possible scenario of unavailability of goods lift at the premises, the Contractor must take into account any additional cost likely to be incurred for placing the material at 2nd floor or at terrace of the building.
- Installation, Testing, Commissioning of VRF / VRV System and handing over the system to Bank.
- Providing regular Inspection and Upkeep of system inclusive of periodic service etc.

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

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank’s Technical Specifications.

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

3.10 Validity of tender

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.

3.11 Lowest tender Not Necessarily to Be Accepted

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

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

3.12 Earnest Money, Security Deposit & Security during Defect liability period

3.12.1 All Tenderers shall deposit Earnest Money of **₹36,000/-** by NEFT (The bank details for NEFT are as under:

A/c Name: Reserve Bank of India, Bhubaneswar; A/c Number: 186004001; IFS Code: RBIS0BBPA01 (Please read 5th and 10th character of IFSC Code as "Zero")) OR by a demand draft drawn in favour of Reserve Bank of India, payable at Bhubaneswar, from any Scheduled Bank. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. The EMD paid by the e- Tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque. EMD will be released on submission of Bank Guarantee of 5% of the contract value as Security

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

3.12.3 Performance Bank Guarantee during execution of capital work: The contractor shall submit a Performance Bank guarantee for amount equal to **5% of** accepted contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure F towards security deposit or amount equivalent to PBG through online mode (NEFT / RTGS) during execution of agreement which shall valid up to end of virtual completion, for due fulfilment of contractual obligations. After submission of this PBG, EMD will be released.

3.12.4 The Tenderer shall furnish a separate **Bank guarantee of 10% of the work value** as Security in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure F towards security deposit or amount equivalent to PBG through online mode (NEFT / RTGS) for due fulfilment of terms and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the tender to the Bank. The amount of Bank Guarantee will be valid for one year and after one year, the amount of Bank guarantee will be renewed or reduced by ten percent each year of initial value of BG, till further nine years for due fulfillment of obligation of CAMC.

If the Contractor fails to furnish the Performance Bank Guarantee within stipulated period, in case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

The renewal BG shall be submitted before 30 days expire of the previous BG, otherwise the bank will invoke the valid BG.

3.13 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject

statutory deductions. No variation in the mode of payment will be acceptable.

1) 60% of the quoted amount after receipt of the material at site and on submission of the following documents:

a) Manufacturer's Inspection and Test Certificates

b) 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.

c) Policies of insurance as per tender conditions.

2) Balance 35% of the quoted amount against installation, testing and commissioning and handing over, and submission of valid BG of 10% of contract amount. (Clause 3.12.4)

3) Balance 5% of the quoted amount shall be retained for a period of 1 year from the date of virtual completion, as Retention Money Deposit (RMD), and shall be released at the end of Defect Liability period of 1 year after commissioning of the system subject to firm rendering satisfactory services during this period. However, the RMD can be released at an earlier date upon submission of Bank Guarantee valid throughout the DLP, of equivalent amount as security deposit in lieu of rendering satisfactory services during Defect Liability Period.

3.14 Taxes

3.14.1 The prices quoted shall be deemed to have GST taxes included. 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 will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall submit Insurance, within three days from the date of award of works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e., RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for there premium with the employer **within fourteen days** from award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the

policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank (first party) and the contractor and it shall cover the following risks.

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

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

3.16 Completion Period

3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum (30 days), shall be strictly observed by the Contractor and it shall be reckoned from the date of written order to commence the work is issued.

3.16.2 Damages for non-completion (liquidity damage)

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

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

3.17.1 Warranty/ Defects Liability Period.

(a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified along with replacement of spare parts in free of cost within 2 days of the observation of the

defect and intimation of the same to the firm without any additional cost to the Bank.

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

- (c) Penalty for delay in rectification of fault during DLP: The complaints, forwarded by Bank's Engineer/ Caretaker/ user over telephone call/ e-mail/ text message etc. shall have to be rectified within stipulated time failing which penalty as laid down in following table (subject to 10% of AMC charges) shall be levied. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

Nature of Defect	Breakdown Description	Stipulated Rectification Time	Penalty (per day)
Minor Defects	Indoor units, circuits, filters, fans etc.	12 hours	₹250/- per defect
Major Defects	Compressor, ODU fan motor/ blade etc.	24 hours	₹1,000/- per defect

3.18. Comprehensive Annual Maintenance Service Contract including replacement of spare parts (CAMSC) after Defect Liability Period

Scope of Work:

1. Regular servicing & inspection of the VRV/VRF system should be carried out at least on a quarterly basis by the service provider or as recommended by OEM under its best maintenance practices. During comprehensive maintenance for ten years, the firm shall replace all the spare parts, consumable which required to keep the system healthy operation in free of cost.
2. The complaints received should be attended within 12 hours of their receipts whereas major repair like replacement/ repair of compressor, gas charging, replacement of fan/ blower motor shall have to be rectified within 24 hours, failing which a penalty of Rs. 250/- per defect per day for minor complaints and Rs. 1,000/- per defect per day (subjected to 10% of annual AMC value) is liable to be imposed.
3. In addition to breakdown maintenance during CAMC, the agency shall carry out quarterly preventive maintenance of VRF system & submit the report to department accordingly.
4. Income tax, work contract tax would be deducted as per rule whenever required.
5. The contractor shall arrange all the materials, labour etc. required for the work at its own cost.

6. Material shall be gotten approved from Bank's Engineer before start of work.
7. Watch & ward of the material brought/work done will be the responsibility of the contractor till the work is completed and handed over to the Bank.
8. The comprehensive maintenance contract includes all electrical and electronic system components and accessories repair/ replacement of all faulty parts/ spare parts from ODU, IDU, Inline Fans including electronic, electrical and microprocessor-based controls and displays, remote controls, cables and wires, compressor etc. not limited to the same.
9. The comprehensive maintenance contract includes Mechanical System components and accessories repair/ replacement of all faulty parts/ spares parts such as compressors, refrigerant circuits, ~~ducting~~, drain lines, copper tubing along with insulation, fans etc. not limited to the same.
10. Spares and consumables are to be used of manufacturers make or recommended makes only and shall be approved by Bank's Engineer before usage.
11. Special care and attention be given to ensure that no damage is done to the equipment in terms of: -
 - a) Avoiding leakage of refrigeration gas into the atmosphere through regular checkup and prevention.
 - b) Proper disposal of used oil/wastes as per the company's procedures.
 - c) Usage of eco-friendly chemicals/cleaning agents for de-scaling/coil cleaning etc.
 - d) Every breakdown /preventive maintenance service shall be followed by necessary Service Report indicating details of consumables/spares used separately.
 - e) Compressors for Package (ODU/IDU) units shall be replaced with either Factory reconditioned or new compressors of the same make in case of requirement.
 - f) In case, the insulation/ cladding is removed during breakdown / preventive maintenance works shall be reinstalled/ repaired/ replaced immediately.

Tools, Tackles and Measuring Instruments: All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/ Overhauling works/ While conducting tests are to be arranged by the Contractor as and when required at no extra cost.

Following items are covered under the scope of comprehensive maintenance:

- a) Various type/ size of indoor units complete with associated display, electronic cards and cordless/ corded remote controller & associated internal control/ power wiring/ regular cleaning of filters, fan motor & any other associated work for proper & specified functioning of indoor units.
- b) Various capacity outdoor units with associated compressor, supply/ filling of compressor oil etc., System electronic cards, IGBT, control/ power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.
- c) Refrigerant piping along with all joints etc. including detection/ repairing of leakage, pressure testing

with nitrogen gas, vacuum purging, gas recharging/ topping including supply of refrigerant. The repair work shall be carried out in professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply & charging of refrigerant due to any unforeseen circumstances.

- d) Condensate drains water pipe cleaning, detection/ repairing of pipes for any leakage etc. Any other associated work for proper functioning of drain water disposal system.
- e) All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.
- f) Any other item/ activities associated with proper functioning of comprehensive maintenance of complete air conditioning system including replacement of spare parts, labor, conveyance etc. deemed to have been included in the scope of CAMC work.

Deployment of maintenance staff

The contractor will depute technically qualified, competent and experienced staff for Comprehensive maintenance of air-conditioning system. It may also be note that normally scheduled maintenance activity shall be carried out on Saturday & Sunday or Any Gazetted Holiday for which the contractor will inform at least 24 hours in advance to the Bank's engineer for arranging the entry pass and granting access to Contractor's personnel at site.

Attending complaints

- a) All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged by Bank's Engineer/ Caretaker/ concerned user through e-mail/ telephonic message/ text message. For expeditious disposal of complaint, contractor will keep sufficient reserve of unit exchange spare quantity & item to be kept as unit spares shall be jointly decided with Bank's Engineer.
- b) The contractor will furnish Telephone No. and his contact person to whom the complaint has to be lodged. A three tier Complaint Escalation Matrix shall be submitted by the Contractor clearly indicating Names, Designations, Telephone numbers and e-mail ID of concerned officials to whom the complaints shall be forwarded.

Maintenance schedules: In addition to attending to complaints, the contractor will be required to carry out prescribed maintenance schedules/ preventive maintenance. The maintenance and preventive maintenance schedules and the work to be done in each schedule shall be jointly decided in consultation with Bank's Engineer.

Identity Cards The identity cards will be issued to the workman`s employed by the contractor after proper police verification for which Contractor shall submit a list of workers to be deployed on site of work. They will be required to carry the identity cards with them during their working inside the building

Penalty Clause for delay in complaint resolution during CAMC period

Nature of Defect	Breakdown Description	Stipulated Rectification Time	Penalty (per day)
Minor Defects	Indoor units, circuits, leakage, filters, fans etc.	12 hours	₹250/- per defect
Major Defects	Compressor, ODU fan motor etc.	24 hours	₹1,000/- per defect

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

The payment during the CAMS period shall be **made on a quarterly basis** on rendering satisfactory service against invoice raised by the firm. The invoice should be accompanied by duly signed service reports in acknowledgement of services rendered.

Renewal of Comprehensive Annual Maintenance Contract (CAMC)

The service contract shall be renewed for a further additional period of at least 9 years after one-year warranty period (DLP). While renewing the contract the new contract amount will be arrived at based on following formula:

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

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

3.19 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's office premises at 2nd floor, Bhubaneswar.

3.20 Signing of Contract Agreement

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

3.20.2 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.

3.20.3 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.

3.20.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful Tenderer shall be bound to implement the Contract and within two days thereof, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

3.20.5 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

3.21 Sufficiency of Schedule of Quantities

3.21.1 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.

3.21.2 The quantities in the schedule of quantities approximately indicate the total extent of work,

however, it may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.22 Language

The tender including all labels in drawings, documents, catalogues etc. shall be in English.

3.23 Right to Accept Part tender

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

3.24 Evaluation of tender price bid.

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

Total owing cost = Capital cost (supply, installation, testing and commissioning) + (1st year AMC cost per annum X 7.04)

3.25 Other Issues

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

3.26 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 totaled in order to show the aggregate value of the entire tender.

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

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

3.29 Minimum wages to the workmen: The contractor shall ensure that minimum wages as per

statutory requirement are paid to all the workmen.

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

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

3.32 Pre-Bid Meeting: Tender briefing meeting of the intending Tenderers will be held at 10:00 Hrs. on December 29, 2025 to clarify any point/doubt raised by them in respect of the tender at Meeting room, 2nd floor, Estate Department, Main Office Building, RBI, Bhubaneswar. No separate communication will be sent for this meeting. All the intending Tenderers are advised to attend the meeting and study the tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the tender, before quoting their rates. They may also indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

Date:

Signature of the firm

Place:

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

Section (IV): Safety Code

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 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters 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 minimum height shall be 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 so 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. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. 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.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Tenderer.

Section-V

The Conditions Hereinbefore Referred To

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

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money

shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works"

Shall mean Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar.

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.
- The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable-in respect of the works and lodge the receipts with the Employer.
- The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.
6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer

immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. Access to works: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

11. Bank's Engineer: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. Assignment and Subletting: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. Schedule of Quantities: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may

be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. Sufficiency of Schedule of Quantities: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his e- Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16. Measurement of works: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

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

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

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

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

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

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

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

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

retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

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

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

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

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

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

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

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

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

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

- 25. Insurance:** The contractor shall, within 2 days from the date of award of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within 14 days from the date of award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as seems fit.
- 26. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
- 27. Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
- 28. Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
- 29. Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto,

and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his

own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

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

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

the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

33. The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4, 5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the excepted matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover compensation paid to workman

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

38. Abandonment of works

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

39. Return of surplus materials

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

breach.

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

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

41. NON-DISCLOSURE CLAUSE

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

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

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

42. Sexual Harassment

- (a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

Place:

Date: Signature of the Tenderer with Seal.

Section-VI

Commercial Conditions Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	From the next date of issue of work order.
4.	Date of Completion	Date of virtual completion certificate.
5.	Rate of liquidated damages for non-completion of work.	@ 0.25 percent of contract value per week of delay subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	₹ 10.00 lakh
7.	Period for honouring certificates	45 days for interim bills and 3 months for final bill.
8.	Retention Money	5 % of the work value
9	Tender evaluation for price bid	<u>Total owing cost =Capital cost (supply, installation, testing and commissioning) + AMC (per annum) X 7.04</u>

Place:

Seal & signature of Contractor

Date:

SECTION-VII

Commercial Check List

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar.

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	₹ 36,000/- (Rupees Thirty-Six Thousand only)	
3	Terms of payment	As per applicable clause in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during CAMSC	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary.	
7	Completion period	30 days from the 14 th day of award of work.	
8	Liquidated damages	0.25 percent of contract value per week of delay subject to a maximum of 10% of the contract amount.	
9	PBG	5 % and 10 % as per clause 3.12.3 and 3.12.4 respectively of General Instructions to Tenderers and Special Conditions	

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

Place

Date

Seal & Signature of Contractor

SECTION VIII - Schedule of Commercial Deviations

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

[illegible]

Seal & Signature of Tenderer

Name:

Designation:

Date :

Section - IX
Technical Specifications

9.0 Scope of Work

A. Scope of Work

The work comprises broadly the following items:

- a) Supply, installation, testing and commissioning of VRV/ VRF Air conditioning system comprising of Outdoor units (36 HP) on terrace (4th floor is the terrace floor) and ceiling suspended cassette and high wall indoor units at 2nd floor auditorium in RBI Bhubaneswar.
- b) The 36 HP outdoor unit shall consist of combination of two /three no's module units' maximum.
- c) **Single unit of 36 HP is not allowed for quote.**

The vendor /contractor shall consider all the expenses & risks during the filling of rates in schedule of quantity for working at 2nd floor -and installation of outdoor units at terrace i.e. at 4th floor.

- c) Fabrication and installation of sheet metal / prefabricated duct work for ventilation etc. if required.
- d) Insulation/acoustic treatment of equipment, enclosures, piping and as specified.
- e) Supply, laying and commissioning of electrical communication cables in tray/ wall/ duct.
- f) Supply, installation, testing and commissioning of necessary controls and safeties along with control wiring.
- g) All the civil minor work relating to air conditioning job excluding plinth / foundation for the outdoor units.
- h) Painting and final finishing of all the works.
- i) System balancing and prescribed seasonal performance test of all the equipment/system.
- j) Any other work not covered above to make complete system and comply with the full intent of this contract.
- k) spray painting of indoor unit casings with required colour as selected by Bank matching with interiors of the premises as per requirement. Designing the entire system meeting Bank's requirement. While doing so, vendor must ensure that there is no deviation from the original layout, vis. a vis. placement of VRF / VRV system components and their specifications, done without Bank's approval.

l. Submit, within 3 days from the day of award of work, entire design layout, schedules and technical literature to Bank's Engineer for approval. The work shall commence only after the layout submitted by OEM is approved by the Bank.

m. Following is a brief list of layouts and technical literature to be submitted by the bidder for Bank's approval:

- Detailed drawings of 2nd floor and terrace floors indicating all HVAC system components (with their

specifications) such as ODUs, IDUs, refrigerant piping circuits, fresh air ducts if required & fan assembly, drain piping, central controller if required, power DBs etc.

- n) Vendor is expected to ensure that the work is carried out to its satisfaction and in strict accordance with the layout and specifications approved by the Bank.
- o) Upon completion of work, vendor must certify that the entire work is completed in strict accordance with its recommended specifications.
- p) Vendor must also submit (at the tendering stage itself) an undertaking (on their letterhead) in format given at Annexure-G,
- q) Authorizing the Contractor, if awarded the work, to enter into an Annual Maintenance Contract with the Bank for carrying out maintenance of the system for a period of minimum 10 years.
- r) Commitment to continue providing support, in case the Contractor is unable to do the same, for the products manufactured by them (OEM) and provided under the scope of the captioned project, either directly or through any of dealer inducted by the Bank for maintenance of VRF / VRV system, in terms of providing spares/ updates / technical manpower etc. i.e. all-inclusive service to Bank's satisfaction, for minimum up to 10 years from the date of virtual completion of the captioned work.

9.1 VRF / VRV system

The AC system incorporates variable refrigerant flow system (VRF / VRV) with the outdoor condensing unit (36 HP capacity) air-cooled located at designated locations and the low side of the system includes cassettes and as per requirement as specified in the BOQ. The Variable Refrigerant Flow / Volume (VRF/ VRV) System should be air cooled as specified in the BOQ, cassette type air conditioning system consisting of singular/group of condensing units connected to multiple indoor units, each having the capability of individual set point control. The system operation will have microprocessor-based control system. The system should have the ability to connect each condensing unit to required indoor units of different types and capacities on one refrigerant circuit. The Indoor units should be provided with Cordless Remote Control as a standard accessory / as per BOQ.

If the specific capacity ODU or IDU is not available, vendor can quote nearest higher /upgraded capacity.

All the VRF / VRV air conditioners shall be fully factory assembled, wired, internally piped & tested.

The outdoor unit shall be pre charged with first charge of R410A refrigerant. Additional charge shall be added as per refrigerant piping at site. All the units shall be suitable for operation with 415V±10%,

50Hz±3%, 3-phase supply for outdoor units & 220V±10%, 50Hz±3%, 1-Phase supply for indoor units.

The VRF / VRV systems shall provide stable, trouble free & safe operation, with flexibility of operating desired indoor units as per heat load. The outdoor units must be capable of delivering exact capacity proportional to the number of indoor units switched on & the heat load in the air-conditioned area. The proportional operation shall be achieved by varying speed of the compressor in the outdoor units. The system shall be compatible with BMS.

Any proprietary software (with lifetime license) required for ensuring operation of remote control of the system shall be provided by the Contractor at no extra cost.

The operation of the VRF / VRV system shall be through independent wireless remote controllers as specified.

The system should be designed to work in ambient conditions of Bhubaneswar to provide an indoor air conditioning temperature of 23±1 deg C.

The ODU should be capable of working with total capacity of connected indoor units ranging between 40% and 100% of-ODU capacity.

9.2 Refrigerant

The Entire Condensing unit and Evaporating unit should be Factory assembled and tested and shall be designed for fulfill the AHRI standards, IS standards etc. The units should come with an initial charged of refrigerant R410A. Any additional refrigerant is to be added at site. Details of additional refrigerant charged per circuit shall be furnished in the commissioning certificate to be submitted by OEM after completion of work.

9.3 Ambient Conditions

The VRF / VRV system should be capable of operating within a wide range of ambient temperatures and the Condensing units should be capable of providing cooling within an ambient up to 50 Deg.

9.4 Refrigerant piping distance limits

The system should be capable of working with refrigerant piping runs up to 150m between the condensing unit and fan coil units with 50m level difference without any oil traps or double risers. The Oil Equalizing line should be inside the Condensing unit, to avoid inverted oil traps at site. Allowable level difference between various indoor units connected to one outdoor unit shall be up to 15 m.

9.5 Condensing Units

They shall be fully weather proofed, factory assembled and pre-wired with all necessary electronic and

refrigerant controls. The casing shall be from mild steel panels coated with a baked enamel finish. Provide the condenser coil fins with a corrosion resistant finish.

The design shall be modular type allowing for side-by-side installation of the condensing unit.

Fan Motor Speed Control:

The condensing unit fan motors to have at least two speed operations to maintain constant head pressure control in all ambient temperatures and modes of operation.

All the compressors of the outdoor units must be hermetically sealed scroll type. The compressor shall be of the high efficiency complaint scroll design for air cooled conditions. Each compressor shall have in-built overloads, HP and LP controllers and mounted on vibration isolators.

Back up operation should be possible in case of failure of one of the compressors of outdoor unit, for single module outdoor units or failure of one of the modules in case of multiple module outdoor units shall be possible. The VRF / VRV outdoor unit shall always be supplying at least 33% of back up operation, of the full load capacity.

The outdoor unit shall employ system of equal runtime for all the compressors, inverter or on/off type, within each outdoor unit of Multi Module.

Air cooled condenser shall have Axial Flow, upward throw fan, directly coupled to fan motors with minimum IP55 protection. The entire operation of outdoor units shall be through independent remotes of indoor units. No separate Start/Stop function shall be required.

Starter for the Outdoor Unit compressor shall "Direct on Line" type or as per OEM standard. Inverter compressor of the unit shall start first & at the minimum frequency, to reduce the inrush current during starting.

Refrigerant control in the outdoor unit shall be through Electronic Expansion Valve. Complete refrigerant circuit, oil balancing/equalizing circuit shall be factory assembled & tested.

Outdoor units shall be complete with following safety devices:

- High pressure switch
- Fan driver over load protector
- Over current relay
- Inverter Overload Protector

- Fusible Plug / Fuse as per OEM standard
- crank case heater or as per OEM standard

Unit shall be supplied with

- Installation manual
- Operation Manual
- Connection Pipes as standard or as per BOQ
- Clamps

I. Compressor

The compressor shall be highly efficient hermetic scroll inverter type compressors. The compressors shall have electronic controls, capable of loading and unloading to follow the variations on cooling using the latest axial compliant sealing technology. The microprocessor panel should incorporate control for precise monitoring of status of the system.

II. Heat Exchangers

The heat exchanger shall be constructed from seamless copper tubes mechanically bonded to aluminium fins to form across fin coil. The aluminium fins shall be treated with an anticorrosion film or as per OEM standard.

III. Refrigerant Circuit of Outdoor Unit

The refrigerant circuit shall be complete with condensing unit with refrigeration compressors, motors, fans, condenser coils, electronic expansion valve, solenoid valves, or as per OEM standard, distribution headers, capillaries, filters, shut down valves, service ports, receivers and accumulators and all other components which are essential for safe and satisfactory operation.

The operation of the VRF / VRV system shall be through independent wired communication cabling and wireless individual IDU remotes to be used as specified. The entire system shall be controlled by a system controller and shall be integrable through OEM approved software with an intelligent building management system if required. The system controller shall be able to control start / stop on time schedule and also provide common fault from the system.

IV. Monitoring from BMS

Necessary relays and contacts shall be provided for monitoring the status of the outdoor units from a third-party building management system. The outdoor units shall provide necessary potential free contacts for this purpose. Status shall include start / stop/ run and trip. Unit shall be supplied with Connection Pipes or as per OEM standard, Clamps, Necessary relays for hard wired points to BMS for providing ON/OFF status and trip alarm.

V. Refrigerant Pipe work

The scope of Refrigerant Piping work shall include supply, installation, testing and commissioning of all interconnecting pipe work between the condensing unit and the Indoor units. The piping shall be refrigerant quality seamless copper tube with brazed connections and with the appropriate distribution joints and headers. The Refrigerant line sizing should be designed to achieve minimum pressure drop and eliminate any sort of oil return problem. The pipe size should be such that the evaporator units does not face backpressure due to the functioning of the evaporator next to it. Continuous joint less pipes must be used for all concealed/ buried/ inaccessible piping.

The piping should be routed at site in such a manner, that brazed joints in the refrigerant piping are kept to a minimum.

Pipe jointing shall be done using special fittings. Refnet joints supplied by VRF/VRV manufacturer shall be provided wherever required. Piping shall be suitable for the high pressure of R410a and piping thickness shall be increased accordingly.

The refrigerant piping should be insulated with Nitrile Rubber insulation of thickness recommended by OEM and approved by Bank's Engineer. For outdoor piping, the pipes, after insulation, should be covered with Woven Glass Cloth 125 gsm finished and coated with star bond CR 30-36 thermal insulation, as per relevant code.

Brazing shall be carried out to the requirements of relevant code of practice using silver soldered brazing rods and shall comply with manufacturer's recommendations.

Compression fittings will not be accepted on refrigerant pipe work.

VI. Joint Orientation

The Distribution refrigeration pipe joints and headers shall be located in an appropriate orientation to enable correct distribution of refrigerant. The Distribution Joints should be factory insulated with pre-formed sections of EPDM/ Equivalent.

9.6 Pressure Testing

The piping shall be vacuum dehydrated immediately after installation of pipe work and prior to sealing of insulation joints and startup of equipment & pressure tested with nitrogen gas to twice the working pressure held for a minimum of 24 hours & checked for leaks and repaired if necessary. Following this, the pipe work to be vacuum dehydrated and held for one to four hours depending on the pipe length.

9.7 Fixing pipe works

Pipe supports shall be fixed at maximum of 1meter with suitable saddling arrangement. Exposed Refrigerant pipes on the terrace shall be covered with openable GI Cable trays if required.

9.8 Specifications for Indoor units

The indoor unit shall be factory assembled, wired and tested. Contained within the unit shall be all factory wiring and internal piping, control circuit board and fan motor. The unit in conjunction with wireless remote or wired wall mounted controller - shall have a self-diagnostic function, 3-minute time delay mechanism, an auto restart function, and a test run switch. Indoor unit and refrigerant pipes shall be purged with dry nitrogen before shipment from the factory.

These units shall be comprising of cooling coil with finned copper tubes bonded with aluminium fins (Evaporator), Low noise design Centrifugal Fan unit with motor & direct drive/ belt drive package; fan unit shall have proper insulated and leak proof condensate base connected to drain piping with suitable trap and laid up to nearest drain point designed to ensure zero leakage; the fan assembly shall be dynamically balanced for low vibration and low noise type design.

Electronic Expansion Valve: Each indoor unit must have electronic expansion valve operated by microprocessor thermostat-based temperature control to deliver cooling/ heating as per the heat load of the room

Speed control by remote controller:- The indoor fans should be operable in three (3) speeds(low, medium and high). Units shall be remote control operated as per the ratings and quantities provided in the BOQ.

Condensate Drain: The Drain connection of each indoor unit to the main header should be of 25mm Dia or as per OEM standard. The Header Pipe should be of at least 40mm Dia. The drain pipe should be of hard 6 kg/cm² PVC or as per direction of Engineer-In-Charge. The drain piping should be insulated with 9mm thick tubular Nitrite Rubber Electrometric insulation. Complete drain piping shall be made leak proof and water tight by means of precise installation and the use of leak proof sealant/ adhesives.

Power Supply:-Electrical power to the Indoor Units shall be 230 V / single phase/50Hz.

Types of Indoor Units: -Types of indoor units proposed are as under:

- **Ceiling Mounted Regular/ Compact 4-way Cassette Type**

These units shall be installed between the bottom of finished slab & top of false ceiling.

The unit must have in built drain pump, suitable for vertical lift of 600mm or as per OEM standard. The unit casing shall be Galvanized Steel Plate.

Unit must be insulated with sound absorbing thermal insulation material, Poly urethane foam.

Unit shall have provision of connecting fresh air without any special chamber & without increasing the total height of the unit.

The unit shall be supplied with suitable decorative panel flush with the ceiling matching interiors. If required, spray painting should be applied with appropriate colour chosen by Bank matching to the interiors of the premises. The unit shall be supplied with wall mounted wireless remote controller, direct drive/ belt drive, remote controllable minimum 3 (three) speed turbo fan, self-closing 4 motorized vanes. It shall have an on / off indicator, Status and Temperature display should be available on remote and the IDU operatable on Remote.

The unit shall be supplied with Resin Net filter. The filter shall be easy to remove, clean & reinstall.

The unit will be connected in series to a suitable outdoor unit & it must be possible to operate the unit independently, through corded/cordless remote specified in the "Bill of quantities". The unit should be further connectable to a third party Intelligent Building Management System & it shall be possible to operate the unit through the BMS system.

The unit shall be supplied with following from the factory:- Paper pattern for installation, Drain hose/ Clamp metal/ Washer fixing plate/ Sealing pads/ Clamps/ Screws/ Washer for hanging bracket/Insulation for fitting.

9.9 Specifications for Control System for VRF / VRV system

a. Wireless Remote Controller for indoor unit

Wireless remote controller shall be supplied as specified in the "Bill of Quantities"

The controller must have large crystal display screen as per OEM standard, which displays complete operating status. The digital display must allow setting of temperature with 1DegC interval.

Remote shall be able to individually program by timer the respective times for operation start and stop for a period of 1 week or as per OEM standard

Remote shall have 24hrs Clock function or as per OEM standard.

Programming can be enabled or disabled. Provide scheduling of start/stop and temperature limit or as per OEM standard.

Remote must be equipped with thermostat sensor in the remote controller that will make possible more comfortable room temperature control.

The remote shall be able to monitor room temperature & preset temperature by microcomputer & can select cool/ heat operation mode automatically.

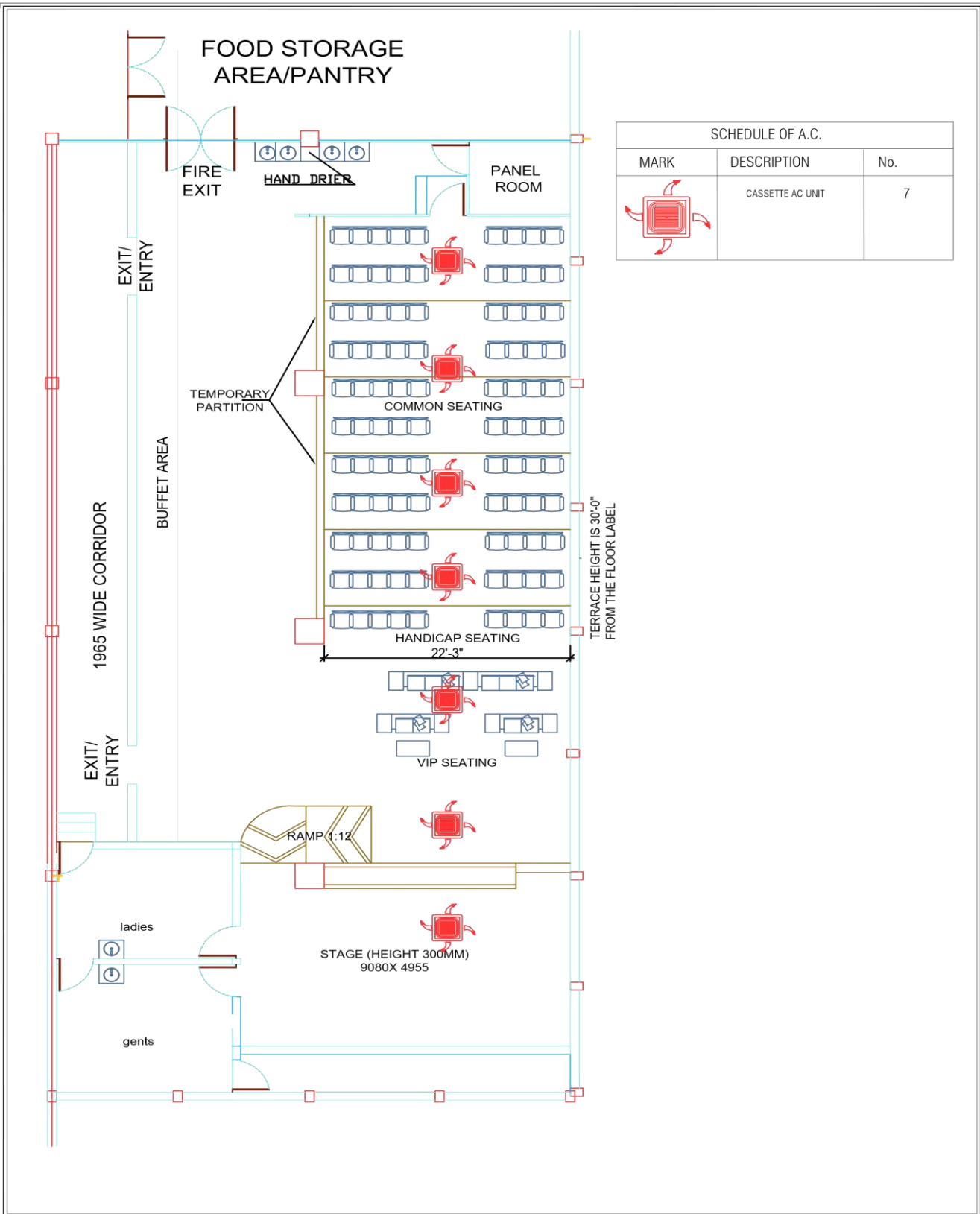
The remote must constantly monitor malfunctions in the system & must be equipped with a self-diagnosis function" that lets known by a message immediately when a malfunction occurs for wired remote if required.

9.10 LIST OF APPROVED MAKES OR EQUIVALENT

Sr. No.	Component	Approved makes or equivalent
1	VRF/ VRV system	Daikin/ Mitsubishi Electric/ Mitsubishi Heavy duty / O General / LG/ SAMSUNG/CARRIER, BLUE STAR or equivalent
2	Power Cables	Polycab/ Finolex/ Lapp OR equivalent
3	Thermal Enclosure	Armaflex/ Aerofoam/ K-Flex or equivalent
4	PVC Drainpipe	ISI mark & Astral/ Supreme/ Prince/ Ashirvad/akg or equivalent
6	Pre-Filters	As per OEM
7	Grilles/ Diffusers/ Disc Valves	AS PER OEM
8	Refrigerant copper piping	Rajco / Mandev / Maxflow/ Jobu / OR As approved by OEM
9	FRLS PVC conduits	Precision/ Polycab / AKG/kalinga or equivalent
10	GI Sheet Steel (120 GSM)	Tata/ Jindal/ SAIL/ Essar or equivalent

An indicative layout of the positioning of Indoor units and routes of refrigerant circuits is being attached on the next page for reference of prospective bidders. However, this is not the final layout and is subject to changes. Final layout shall be designed by OEM and shall be approved by Bank's Engineer before commencement of work. Moreover, prospective bidders are advised to visit the site before quoting their rates for the work.

Seal & Signature of Tenderer. Name
Designation



SCHEDULE OF A.C.		
MARK	DESCRIPTION	No.
	CASSETTE AC UNIT	7

SECTION X: Schedule of Technical Information

(To be uploaded by the bidder with the tender)

Make of VRF / VRV system offered:

Outdoor Units

	36 HP (combination of two/three No)
Model	
Rated Capacity	
No. of modules	
Rated Capacity of each module	
Type of Compressor	
No. of compressors/ module	
Rating of Compressor	
Rated current of ODU	
Refrigerant used	
Maximum piping length supported	
Capacity Deration (in %)	
A. Due to ambient conditions at site (Terrace floor)	
B. Due to excess length of refrigerant circuit	
Rated CoP at standard conditions	
CoP at ambient conditions and with existing pipe length	
a. At 100% load	
b. At 75% load	
c. At 50% load	
d. At 25% load	

Indoor Units

	Regular 4-way Cassette	
	4 TR	4.5 TR
Model		
Actual Tonnage Offered		
Air Flow (cfm)		
Depth (for cassette AC)		
Maximum Lifting capacity of drain pump (mm)		
Accessories provided		
Whether provision for fresh air given?		

Date:

Signature & Seal of authorized signatory

Place:

SECTION XI: Schedule of Technical Deviations

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

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

Seal & Signature of Tenderer.

Name

Designation

Date

UNPRICED BILL OF QUANTITY
(Not to be quoted, only for referral
about price bid format)

Name of work: - Design, Supply, laying Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow/Volume (VRF/VRV) technology based air-conditioning system for 3rd floor Executive Area at Bank's Main office Premises in Bhubaneswar.

Sr. No.	Description	Qty	Unit	Rate	Amount
1	Outdoor units (ODUs) (as per "Section IX: Technical Specifications" of the tender) (Supply): Supply of approved make modular type air cooled type outdoor units (ODU) of variable refrigerant flow / variable refrigerant Volume (VRF/ VRV) type air conditioning system for cooling type only (as per conditions and specifications laid down under "Section IX: Technical Specifications" of this tender) of following capacities, microprocessor based controller, top discharge type condensing units, with Inverter based Variable frequency drive & hermetically sealed scroll compressor working with 410A or better refrigerant, vibration isolators, with suitable foundation (civil foundation shall be constructed by Bank as per details & dimensions provided by OEM) etc., with refrigerant-cooled for better performance complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50°C ambient temperature without tripping. The unit shall be filled with first charge of the refrigerant and ready for use as required. The ODU shall have low noise condenser fans with sufficient external static pressure of the outdoor unit to avoid hot air recirculation. The compressor and VRV / VRF Outdoor make should be same having compressor motor as per OEM. The unit shall also have feature to automatically modulate the evaporative temperature with respect to load for better comfort and energy efficiency. The Unit should have free phase technology so that unit can work in case of phase reversal also without tripping of units. The system shall be suitable to operate on 3 phase, 400 V (with $\pm 10\%$ variation), 50Hz (with $\pm 3\%$ variation) AC power supply & shall comprise of air cooled axial flow condenser fan (with upward throw) with motor, condenser coils with Aluminium fins, microprocessor control panel, starter / drive controls for all scroll compressors and condenser fan motors along with internal control and power wiring, cooling coil with internally interconnected refrigerant pipes for interconnecting various capacity modules to meet desired HP rating of the ODU, if required, charging port and all other required accessories & hardware. The unit should also consist of In-Built Internal Thermal protector, Internal Pressure Relief valve, High Pressure				

	cut-out, Low pressure cut-out for compressor protection etc. The units shall also be protected against any variations in power supply (over/ under voltage, phase reversal, single phasing etc.) beyond acceptable levels (400V $\pm$ 10%). The entire unit shall be with weather resistant powder coating paint for withstanding all ambient conditions for continuous outdoor operation. The unit should be capable of functioning in ambient conditions of Bhubaneswar.				
1A	36 HP outdoor unit, including of GST	1	Job.		
Indoor units (IDUs) (as per "Section IX: Technical Specifications" of the tender, supply:					
2	Cassette type Indoor units Supply of following <u>minimum</u> capacity air cooled type four directional (4way / round flow) air flow VRV / VRF Cassette type Indoor Air Conditioning Units(Section IX: Technical Specifications) equipped with cordless remote, synthetic washable media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX copper coil, electronic expansion valve, outer cabinet, drain pan, built in drain pump, cassette grill, insulation, necessary supports, vibration isolation etc, suitable for operation on 230 V $\pm$ 10%, 50 Hz single phase AC supply, complete as required. The unit shall have automatic force shut down provision in case of fire. All indoor Units should have force shut option to connect with fire alarm adaptor, so that the unit automatically stops in case of fire. The unit shall be suitable for mounting inside false ceiling, each comprising of cooling coil, blower with multi speed motor, electronic expansion valve, supply & return air grilles, filter, insulated connection of refrigerant circuit, condensate water drain pump with electronic level sensor, wireless remote controller etc. All indoor units shall be of the same make & compatible to work with VRV / VRF type condensing unit and should include mounting brackets, supports and a cordless remote. All hardware, including but not limited to anchor fasteners and threaded bolts etc., required for installing the unit shall be supplied by the Contractor including minor civil work for installation.				
2A	4-way regular cassette AC IDU 4 TR with Filter including GST	4	Nos.		
2B	4-way regular cassette AC IDU 4.5 TR with Filter including GST	3	Nos.		
3	Cordless remote controller for various indoor units, including GST	7	Nos.		
4	OEM make Refnet "Y" / "T" joints with insulation, sizes as recommended by OEM, suitable for the indoor machines. including GST	6	Nos.		

5	OEM make Outdoor Joint Kit with insulation, casing etc. as recommended by OEM, suitable for the outdoor units. including GST	1	Nos.		
6	Interconnecting Copper piping with IDU & ODU (As per "Section IX: Technical Specifications" of the tender) Supply, Installation, testing and commissioning of the heavy gauge insulated refrigerant piping for connecting all ODUs with corresponding IDUs (mentioned in item nos. 1, 2 above) of the VRF/VRV system as per specifications and layouts submitted by OEM and approved by Bank's Engineer. The insulation shall be of appropriate thickness (as recommended by OEM and approved by Bank). Nitrile rubber foam in sleeve form, for gas and liquid sides, throughout the running length of the refrigerant piping. The piping (and cables) running on terrace shall be mounted on hot dip galvanized perforated cable trays (minimum 1.6 mm thick) covered with GI sheet (minimum 1 mm thick) in a single row, whereas that running on ceiling and walls shall be supported by bolted clamps on slotted GI channels fixed on wall/ ceiling through anchor fasteners and GI threaded rods. Measurement is only limited to length of copper pipes only the other accessories such as cable trays, supports, refnets, brazing, insulation or any other refrigerant line accessory etc., shall be included in the scope of work. Refrigerant gas piping using eddy current free Copper pipes and fittings like elbows, couplers, tee joints, brass fittings, "U"	120	Rmt		

	loops, expansion loop sets. Supports consisting of GI box / "C" sections & female anchor fasteners with full threaded GI rods, insulation of suction / liquid pipes using closed cell Nitrile Rubber insulation material having fire properties as per specifications, structural clamps with hard PVC pipe sleeves under the clamps to protect insulation at supports, tagging to enable tracing connectivity to respective units as per shop drawings to be generated by contractor and approved by banks engineer. Submission of test reports in approved format forms a part of this item scope. including GST				
7	Refrigerant Gas charging (as per "Section IX: Technical Specifications" of the tender) Charging of refrigerant gas to top up with additional refrigerant gas if required, after carrying out pressure testing of the entire refrigerant circuit at twice the working pressure for a minimum 24 hours for ensuring leak proof piping. The pressure in refrigerant line shall be monitored after refrigerant charging and commissioning work. (Including GST)	1	Job		
8	Control cabling between IDUs & ODUs (as per "Section IX: Technical Specifications" of the tender) Supply and laying (including all termination charges) of shielded control cable (as recommended by OEM and approved by Bank's Engineer) running between ODU and respective IDU units & remote control units(if required) in rigid MMS FRLS ISI PVC conduits (including all accessories such as bends/ couplers/ tees etc.) of approved make, on	130	Rmt		

	existing cable trays/ slotted channels or on walls/ ceiling by using appropriate size saddles with base. Shield to be grounded on both ends of each circuit. including GST				
9	Drain piping (as per "Section IX: Technical Specifications" of the tender) Supply and laying rigid PVC drain piping (along with all accessories such as tees, bends, couplers etc.) with 9 mm thick black nitrile insulation sleeve and nitrile rubber tape connecting drain outlets of all indoor units (using 25 mm/32 mm branch line) to nearby drain points through 40 mm/ 50 mm header line, and shall be suspended from the ceiling using proper support and shall run over the false ceiling. (Drain line shall tested with water for at least 6 hours by installing necessary end caps etc.), 25/32/40/50 mm rigid PVC branch line including GST	120	Rmt		
10	Installation, Testing & Commissioning of VRV / VRF Indoor units of following type & capacities complete with anchor fastners, threaded rods, GI nuts & bolts etc. including charges for carrying out modification to civil structure, including but not limited to hole drilling/ cutting, core cutting, chase cutting & backfilling etc., and doing good all the damages involved in installation of VRF/VRV system.				
10A	4-way regular cassette AC IDU 4.0 TR, including GST	4	Nos.		
10B	4-way regular cassette AC IDU 4.5 TR, including GST	3	Nos.		
11	Installation, Testing & Commissioning of 36 HP VRV / VRF Outdoor units of following type	1	No.		

	& capacities complete with anchor fasteners, threaded rods, rubber pads, GI nuts & bolts etc. including charges for carrying out modification to civil structure, including but not limited to hole drilling/ cutting, core cutting, chase cutting & backfilling etc. (civil foundation for ODUs, GI trays shall be constructed by Bank), and doing good all the damages involved in installation of VRF/VRV system., including GST				
A	Total Capital Cost (1 TO 11)				
B	Annual Maintenance Charges for first year Comprehensive AMC (after Defect Liability Period of 1 year) as per scope given under clause 3.18 of "Section III: General Instructions to Tenderers and Special Conditions". Rate for whole system per year., INCLUDING GST	1	year		
C	Total Cost of Ownership = A + (7.04 x B)				

Date:

Signature & Seal of authorized signatory

Place:

ANNEXURE- “A”

Format for undertaking for Product & Maintenance Support

(To be uploaded by the Tenderer)

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the tender document for the above-mentioned work or part thereof, we (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to operate in healthy condition.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

ANNEXURE- “B”

CLIENT’S CERTIFICATE & PERFORMANCE OF CONTRACTOR

(To be uploaded by the tendered)

Name & address of the Client

Details of Works executed by Shri /M/s

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

c)	Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d)	Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e)	General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Note: All columns should be filled in properly

* countersigned

ANNEXURE- "C"

FORMAT OF BANKERS' CERTIFICATE

(On the Letter Head of Bank)

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Pt. J.L Nehru Marg
Bhubaneswar-751001

Respected Sir/Madam,

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 **₹18,00,000/-** (Rupees Eighteen Lakhs only). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

Other particulars are given below for your perusal and record:

S.No.	Particulars	Comments of the Bank
1.	Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)	
2.	Name of the Proprietor/ Partners/ Directors of the firm.	
3.	Credit facility/ Overdraft facility enjoyed by the firm.	
4.	Dealings	
5.	The period from which the firm has been banking with your bank.	
6.	Any other remarks.	

(Signature)
For the Bank

Note:

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

ANNEXURE-“D”

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the tender)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

..... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas 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 Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, including signing and submission of all documents and providing information / responses to 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.

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

ANNEXURE- "E"

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director,
Reserve Bank of India
Bhubaneswar

Place
Date

Dear Sir/Madam,

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Bhubaneswar (hereinafter called the 'Bank') has invited **e- tenders** for the work **Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar** (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the Contractor shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Contractor), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Bank in respect of the said sum of ₹ _____ (Rupees only).

NOW THIS GUARANTEE WITNESS THE

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Contractor 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 Contractor, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India,

a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money 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. 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 Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India 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 Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Contractor.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India 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 Reserve Bank of India 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____/- (Rupees..... only)
- b) Our liability under these presents shall not exceed the sum of ₹ _____/- (Rupees _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents 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 _____ provided that if so desired by the Reserve Bank of India, 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 this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India 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 official.

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

ANNEXURE- "F"

Proforma Of Bank Guarantee for Performance Security Deposit
(On Non-Judicial Stamp paper)

The Regional Director
Reserve Bank of India
Date
Bhubaneswar

Place

Dear Sir/Madam,

Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESS THE

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

the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____/- (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India 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 Reserve Bank of India 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____/- (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of ₹ _____/- (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (60 days beyond the virtual completion) 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.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ---
----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

ANNEXURE- "G"

Proforma for Letter of Authorisation and Maintenance undertaking from the OEMs

(To be issued by the manufacturers of VRF / VRV system separately on their letterhead)

To

Date:

The Regional Director,
Reserve of India,
Estate Department
Bhubaneswar

Subject: Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar - Letter of Authorization and Maintenance undertaking.

Sir,

We _____, (name and address of the manufacturer) the manufacturers 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 developed by us.

In the unlikely event of M/s _____ (tenderer) not remaining our authorised dealer, we, the original equipment manufacturer, shall continue to provide support for the products manufactured by us and provided under the scope of the captioned project at the rate agreed in the tender and terms and condition of tender, either directly or through any of dealer inducted by the Bank for maintenance of above system, in terms of providing spares/ updates / technical man power etc. i.e. all-inclusive service to your satisfaction, for minimum up to 10 years from the date of virtual completion of the captioned work.

Yours faithfully,

For and on behalf of
M/s _____ (Name of the manufacturer)
Seal and Signature:
Name:
Designation:
Address:

Note: The Content of the letter should not be altered. If any addition or deletion or modification in the content of this letter submitted by the tenderer is noticed, the tender is liable for rejection.

Annexure- 'H'

Format of Computerized Measurement Book

भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
भुवनेश्वर कार्यालय
BHUBANESWAR OFFICE

कम्प्यूटरीकृत मापन पुस्तक

COMPUTERISED MEASUREMENT BOOK

(पेज 1 से __)
(Pages 1 to __)

यह पुस्तक M/s _____ से जारी की गई है

This Book is issued by M/s _____

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

जिस अधिकारी को पुस्तक जारी की जाती है,
उसके हस्ताक्षर

Signature of the official to whom
the book is issued

Signature of AGM-Estate Department

II
सूची
INDEX

[illegible]

III

Abstract of Test Check Measurement

क्रम सं
SERIAL
NO

मदों के विवरण
PARTICULARS OF ITEMS

पृष्ठ सं
PAGE
NO

राशि
AMOUNT

अधिकारी के
हस्ताक्षर
INITIAL OF
THE OFFICER

Reserve Bank of India
Estate Department
Bhubaneswar
Measurement
Name of the work:
Name of vendor: M/s
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity

Page No. - __

Reserve Bank of India
Estate Department
Bhubaneswar
Cash Abstract
Name of the work -
Name of vendor :
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

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

Page No. - __

Notes: All the sheets shall be ruled. (Sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

ANNEXURE – I
Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing
land border with India

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

To,

The Regional Director

Reserve Bank of India

Estate Department

Guwahati

Name of Work: SITC of VRF System at Bank's Main Office Premises, Bhubaneswar

Dear Sir,

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

i. is not from a country sharing land border with India, or

ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in developmental projects. (Strikeout whichever of the above is not applicable).

3. I / We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I / We also undertake that I / we (Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be

false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

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

Date:

Place:



**Reserve Bank of India
Bhubaneswar**

Tender For Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar

PART II

(Price Bid)

e-Tender No: RBI/Bhubaneswar/Estate/ 39/25-26/ET/744

Name of Tenderer: _____

Address: _____

NOTE:

- i) No enclosures are allowed
- ii) Conditional discounts will not be considered
- iii) No deviation is to be accepted
- iv) Rates/ amounts to be filled only through tendering and shall include of GST.



Reserve Bank of India,

Bhubaneswar

Bill of Quantities

Name of work: - Design, Supply, Installation, Testing and Commissioning (DSITC) of Variable Refrigerant Flow (VRF / VRV) technology based air-conditioning system for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar.

Sr. No.	Description	Qty	Unit	Rate	Amount
1	Outdoor units (ODUs) (as per "Section IX: Technical Specifications" of the tender) (Supply): Supply of approved make modular type air cooled type outdoor units (ODU) of variable refrigerant flow / variable refrigerant Volume (VRF/ VRV) type air conditioning system for cooling type only (as per conditions and specifications laid down under "Section IX: Technical Specifications" of this tender) of following capacities, microprocessor based controller, top discharge type condensing units, with Inverter based Variable frequency drive & hermetically sealed scroll compressor working with 410A or better refrigerant, vibration isolators, with suitable foundation (civil foundation shall be constructed by Bank as per details & dimensions provided by OEM) etc., with refrigerant-cooled for better performance complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50°C ambient temperature without tripping. The unit shall be filled with first charge of the refrigerant and ready for use as required. The ODU shall have low noise condenser fans with sufficient external static pressure of the outdoor unit to avoid hot air recirculation. The compressor and VRV / VRF Outdoor make should be same having compressor motor as per OEM. The unit shall also have feature to automatically modulate the evaporative temperature with respect to load for better comfort and energy efficiency. The Unit should have free phase technology so that unit can work in case of phase reversal also without tripping of units. The system shall be suitable to operate on 3 phase, 400 V (with $\pm 10\%$ variation), 50Hz (with $\pm 3\%$ variation) AC power supply & shall comprise of air cooled axial flow condenser fan (with upward throw) with motor, condenser coils with Aluminium fins, microprocessor control panel, starter / drive controls for all scroll compressors and condenser fan motors along with				

	internal control and power wiring, cooling coil with internally interconnected refrigerant pipes for interconnecting various capacity modules to meet desired HP rating of the ODU, if required, charging port and all other required accessories & hardware. The unit should also consist of In-Built Internal Thermal protector, Internal Pressure Relief valve, High Pressure cut-out, Low pressure cut-out for compressor protection etc. The units shall also be protected against any variations in power supply (over/ under voltage, phase reversal, single phasing etc.) beyond acceptable levels (400V $\pm$ 10%). The entire unit shall be with weather resistant powder coating paint for withstanding all ambient conditions for continuous outdoor operation. The unit should be capable of functioning in ambient conditions of Bhubaneswar.				
1A	36 HP outdoor unit, including of GST	1	Job.		
Indoor units (IDUs) (as per "Section IX: Technical Specifications" of the tender, supply:					
2	Cassette type Indoor units				
	Supply of following <u>minimum</u> capacity air cooled type four directional (4way / round flow) air flow VRV / VRF Cassette type Indoor Air Conditioning Units(Section IX: Technical Specifications) equipped with cordless remote, synthetic washable media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX copper coil, electronic expansion valve, outer cabinet, drain pan, built in drain pump, cassette grill, insulation, necessary supports, vibration isolation etc, suitable for operation on 230 V $\pm$ 10%, 50 Hz single phase AC supply, complete as required. The unit shall have automatic force shut down provision in case of fire. All indoor Units should have force shut option to connect with fire alarm adaptor, so that the unit automatically stops in case of fire. The unit shall be suitable for mounting inside false ceiling, each comprising of cooling coil, blower with multi speed motor, electronic expansion valve, supply & return air grilles, filter, insulated connection of refrigerant circuit, condensate water drain pump with electronic level sensor, wireless remote controller etc. All indoor units shall be of the same make & compatible to work with VRV / VRF type condensing unit and should include mounting brackets, supports and a cordless remote. All hardware, including but not limited to anchor fasteners and threaded bolts etc., required for installing the unit shall be supplied by the Contractor including minor civil work for installation.				
2A	4-way regular cassette AC IDU 4 TR with Filter including GST	4	Nos.		
2B	4-way regular cassette AC IDU 4.5 TR with Filter including GST	3	Nos.		
3	Cordless remote controller for various indoor units, including GST	7	Nos.		

4	OEM make Refnet "Y" / "T" joints with insulation, sizes as recommended by OEM, suitable for the indoor machines. including GST	6	Nos.		
5	OEM make Outdoor Joint Kit with insulation, casing etc. as recommended by OEM, suitable for the outdoor units. including GST	1	Nos.		
6	Interconnecting Copper piping with IDU & ODU (As per "Section IX: Technical Specifications" of the tender) Supply, Installation, testing and commissioning of the heavy gauge insulated refrigerant piping for connecting all ODUs with corresponding IDUs (mentioned in item nos. 1, 2 above) of the VRF/VRV system as per specifications and layouts submitted by OEM and approved by Bank's Engineer. The insulation shall be of appropriate thickness (as recommended by OEM and approved by Bank). Nitrile rubber foam in sleeve form, for gas and liquid sides, throughout the running length of the refrigerant piping. The piping (and cables) running on terrace shall be mounted on hot dip galvanized perforated cable trays (minimum 1.6 mm thick) covered with GI sheet (minimum 1 mm thick) in a single row, whereas that running on ceiling and walls shall be supported by bolted clamps on slotted GI channels fixed on wall/ ceiling through anchor fasteners and GI threaded rods. Measurement is only limited to length of copper pipes only the other accessories such as cable trays, supports, refnets, brazing, insulation or any other refrigerant line accessory etc., shall be included in the scope of work. Refrigerant gas piping using eddy current free Copper pipes and fittings like elbows, couplers, tee joints, brass fittings, "U" loops, expansion loop sets. Supports	120	Rmt		

	consisting of GI box / "C" sections & female anchor fasteners with full threaded GI rods, insulation of suction / liquid pipes using closed cell Nitrile Rubber insulation material having fire properties as per specifications, structural clamps with hard PVC pipe sleeves under the clamps to protect insulation at supports, tagging to enable tracing connectivity to respective units as per shop drawings to be generated by contractor and approved by banks engineer. Submission of test reports in approved format forms a part of this item scope. including GST				
7	Refrigerant Gas charging (As per "Section IX: Technical Specifications" of the tender) Charging of refrigerant gas to top up with additional refrigerant gas if required, after carrying out pressure testing of the entire refrigerant circuit at twice the working pressure for a minimum 24 hours for ensuring leak proof piping. The pressure in refrigerant line shall be monitored after refrigerant charging and commissioning work. (Including GST)	1	Job		
8	Control cabling between IDUs & ODUs (as per "Section IX: Technical Specifications" of the tender) Supply and laying (including all termination charges) of shielded control cable (as recommended by OEM and approved by Bank's Engineer) running between ODU and respective IDU units & remote control units(if required) in rigid MMS FRLS ISI PVC conduits (including all accessories such as bends/ couplers/ tees etc.) of approved make, on existing cable trays/ slotted channels or on walls/ ceiling by using appropriate	130	Rmt		

	size saddles with base. Shield to be grounded on both ends of each circuit. including GST				
9	Drain piping (as per "Section IX: Technical Specifications" of the tender) Supply and laying rigid PVC drain piping (along with all accessories such as tees, bends, couplers etc.) with 9 mm thick black nitrile insulation sleeve and nitrile rubber tape connecting drain outlets of all indoor units (using 25 mm/32 mm branch line) to nearby drain points through 40 mm/ 50 mm header line, and shall be suspended from the ceiling using proper support and shall run over the false ceiling. (Drain line shall tested with water for at least 6 hours by installing necessary end caps etc.), 25/32/40/50 mm rigid PVC branch line including GST	120	Rmt		
10	Installation, Testing & Commissioning of VRV / VRF Indoor units of following type & capacities complete with anchor fasteners, threaded rods, GI nuts & bolts etc. including charges for carrying out modification to civil structure, including but not limited to hole drilling/ cutting, core cutting, chase cutting & backfilling etc., and doing good all the damages involved in installation of VRF/VRV system.				
10A	4-way regular cassette AC IDU 4.0 TR, including GST	4	Nos.		
10B	4-way regular cassette AC IDU 4.5 TR, including GST	3	Nos.		
11	Installation, Testing & Commissioning of 36 HP VRV / VRF Outdoor units of following type & capacities complete with anchor fasteners, threaded rods, rubber pads, GI nuts & bolts etc.	1	No.		

	including charges for carrying out modification to civil structure, including but not limited to hole drilling/ cutting, core cutting, chase cutting & backfilling etc. (civil foundation for ODUs, GI trays shall be constructed by Bank), and doing good all the damages involved in installation of VRF/VRV system., including GST				
A	Total Capital Cost (1 TO 11)				
B	Annual Maintenance Charges for first year Comprehensive AMC (after Defect Liability Period of 1 year) as per scope given under clause 3.18 of “Section III: General Instructions to Tenderers and Special Conditions”. Rate for whole system per year., INCLUDING GST	1	year		
C	Total Cost of Ownership = A + (7.04 x B)				

Date:

Seal and signature of tenderer

Place:

Note: As this is an E-tender, the rates shall be submitted only in online mode and not to mention the rates on any other documents, otherwise the bid shall be rejected.