



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

www.rbi.org.in

NOTICE INVITING TENDER

**Supply, Installation, Testing, and Commissioning of
Central AC Duct for First Floor, OB, RBI, Kochi**

The Reserve Bank of India, Kochi, invites e-tender for the '**Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi**'. The tendering would be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All interested firms (empaneled under the relevant category of works at RBI, Kochi), must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. The schedule of the e-Tender is as follows.

a.	E-Tender no.	RBI/Kochi Regional Office/Estate/2/26-27/ET/28
b.	Name of Work	Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.
c.	Estimated cost	₹ 8,19,900/- (incl. of GST)
d.	Mode of Tender	e-Procurement System through MSTC portal; (https://www.mstcecommerce.com/eprochome/rbi)
e.	Date & time from which NIT and tender can be viewed/downloaded.	April 16, 2026, after 15:00 hrs.
f.	Earnest Money Deposit (EMD)	No EMD is required.
g.	Date, time, and venue of pre-bid meeting (offline)	April 20, 2026, at 15:00 hrs., Office Building, Reserve Bank of India, Kochi.
h.	Date and time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	April 21, 2026, before 14:00 hrs.
i.	Bidding start date for e-Tender at website; http://mstcecommerce.com/eprochome/rbi	April 21, 2026, at 15:00 hrs.
j.	Date of closing of online e-Tender.	April 27, 2026, at 14:00 hrs.
k.	Date & time for opening of tender.	April 27, 2026, at 15:00 hrs.
l.	Transaction Fee	Amount as advised by M/s MSTC Ltd.
m.	Time allowed for completion of work	50 days from the tenth day of date of work order / intimation from the Bank

The tender documents shall be available at MSTC website, i.e., www.mstcecommerce.com, from **April 16, 2026, after 15:00 hrs.**

A pre-bid meeting (off-line mode) of the intending tenderers will be held on **April 20, 2026, at 15:00 hrs.** at Office Building, RBI, Kochi. Interested bidders are requested to attend the meeting to clarify their doubts, if any, regarding the Tender.

The duly filled in and signed tender documents shall be uploaded on MSTC site on or before April 27, 2026, at 14:00 hrs. The detailed guidelines on submission of the e-tender by the firms have been given in the tender document.

The e-tender will be opened on **April 27, 2026, at 15:00 hrs.** at Office Building, RBI, Kochi. After scrutiny of the e-tender document along with the supporting documents, if any of the firms is not found to be complying with the Bank's requirements / conditions, the Bank reserves the right to reject the tender submitted by such tenderers.

The tenderers can either chose to be present at the Bank during the tender opening event or view it online at their locations. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC website as given above.

Note: This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the empaneled contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

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



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
KOCHI

(केवल ई-निविदा e-Tendering only)

निविदा दस्तावेज़ Tender Document

(To be submitted via MSTC portal only)

**Supply, Installation, Testing, and Commissioning of
Central AC Duct for First Floor, OB, RBI, Kochi**

E-Tender no.	RBI/Kochi Regional Office/Estate/2/26-27/ET/28
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Name of the tenderer: _____
Address: _____

E-mail ID: _____
Contact no.: _____

Due date and time for submission of e-Tender: April 27, 2026, at 14:00 hrs.

Date of opening of e-Tender: April 27, 2026, at 15:00 hrs.

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भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

www.rbi.org.in

**Supply, Installation, Testing, and Commissioning of
Central AC Duct for First Floor, OB, RBI, Kochi**

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

DISCLAIMER

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

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

The RBI reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

Important instructions for E-procurement

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

1	<p><u>Process of e-tender:</u></p> <p>A) Registration:</p> <p>The process involves vendor's registration with MSTC E-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn/ (version 3)</p> <ol style="list-style-type: none">Vendors are required to register themselves online with www.mstcecommerce.com/eprocn Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / RegistrationVendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender. <p>Contact person (MSTC Ltd.):</p> <ol style="list-style-type: none">HO Central Help Desk: (For vendors), helpdeskho@mstcindia.in, Ph: 07969066600 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.Contact person (MSTC) Please visit www.mstcindia.co.in/content/Contact.aspx and update your Regional Office accordingly. <p>Contact person (RBI, Kochi):</p> <ol style="list-style-type: none">Shri. Rishu V. Singh (AM-Tech.) 9867720817 (rishuvsingh@rbi.org.in)Smt. Geeta Venugopal (Mgr.- Prem.) 9037006487 (geetavenugopal@rbi.org.in)Shri. Renuga S. (AM- Prem.) 9176268368 (renugas@rbi.org.in)Shri. Akhileshkanth S. S. (JE (Elec.)) –8281258592 (akhileshkanthss@rbi.org.in) <p>B) System Requirement:</p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available https://www.mstcecommerce.com/eprocn/</p>
2	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalogue" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the</p>

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

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

Sl. No.	Item	Page No.
1	Section-I- Form of Tender	9
2	Section-II- General Instructions to Tenderers and Special Conditions	11
3	Section-III- Safety Code	20
4	Section-IV- The Conditions Hereinafter Referred To	22
5	Section-V- Appendix Hereinbefore Referred To	39
6	Section-VI- Technical Specifications and Schedule of Work	40
7	Section-VII- Technical Drawings	46
8	Section-VIII- List of Approved makes	47
9	Section-IX- Checklist of Commercial Conditions	48
10	Unpriced Bill of Quantities	49
11	Annexure-1- Format for Power of Attorney for Authorized Signatory	51
12	Annexure-2- Proforma of Undertaking for Site Visit by Contractor	52
13	Annexure-4- Articles of Agreement	53
14	Annexure-6- Proforma for Indemnifying the Employer Against Non-Compliance to Contract Labour Rules / Regulations	58
15	Annexure-7- Proforma for Indemnifying the Employer Against Patent Rights	59
16	Annexure-8- Proforma of Bank Guarantee for Performance Security Deposit	60
17	Annexure-9- List of makes of materials intended for the work	63
18	Annexure-10- Schedule of Technical Deviations	64

Section-I- Form of Tender

Place:

Date:

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

Dear Sir,

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

Memorandum

(a)	Name of Work	Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.
(b)	Estimated Cost	₹ 8,19,900/- (incl. of GST)
(c)	Terms of Payment	As per <u>section-II-para-21.0 of the tender.</u>
(d)	Earnest Money Deposit	No EMD is required.
(e)	Time allowed for completion of work	50 days from the tenth day of date of work order / intimation from the Bank

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening 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.

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

4. I / We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason, therefore.

Dated this ____ day of _____, 2026.

For and on behalf of
M/s _____

(Signature with Seal)

Name:

Designation:

Place:

Date:

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

Witness

(1) Signature with
Name, Address and Date

(2) Signature with
Name, Address and Date

Section-II- General Instructions to Tenderers and Special Conditions

The Reserve Bank of India invites competitive e-tenders for providing **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi**. The estimated cost of the work is ₹ 8,19,900/- (incl. of GST). The works shall be completed within a period of **50 days from the tenth day of date of work order / intimation from the Bank**.

1.0 Instructions to Tenderers

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

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

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

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

2.0 Submission of Tender

2.1 The Tender shall be submitted separately online on MSTC site. The tenderers shall sign with seal and date in all pages of the tender document, fill details in the required pages, and then scan and upload in the e-tendering portal.

2.2 No tender will be accepted after the mentioned date of closing of online e-tender for submission **(April 27, 2026, at 14:00 hrs.)** under any circumstances whatsoever.

2.3 On receipt of intimation from the Bank of the acceptance of submitted tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft articles of agreement ([Annexure-4](#)) and the schedule of conditions, but the written acceptance by the Bank of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

3.0 The tender as submitted shall contain the following:

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

(ii) List of deviation, if any, in specifications ([Annexure-10](#)).

(iii) The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party about design or any part of the system.

(iv) Any other technical information the tenderer wishes to furnish (including [Annexure-9](#), filled).

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

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

4.0 The tender shall contain prices in Indian Rupees only with breakup of the price as per format mentioned in 'Unpriced Bill of Quantities'. Tender in which prices are quoted in any other currency will not be considered.

4.1 The bill of quantities shall be duly filled in MSTC website only.

4.2 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work to be paid for according to actual measured quantities at the rates / quantities provided in the 'Bill of Quantities'. In case of difference in the rate / amount mentioned in words and figures, the rate / amount whichever is lower shall be considered. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

4.3 No request for any change in rate or conditions after the opening of the tender will be entertained.

5.0 Opening of Tender

5.1 The tenders will be opened **on April 27, 2026, at 15:00 hrs.** through on-line mode.

5.2 The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

6.0 Scope of Work

6.1 The works mentioned are in relation to the **'Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi'**, to be carried out at the 1st floor office area at the Bank's Office Building, Kochi. The same shall be undertaken considering all the relevant technical specifications, standards prevalent, layout and duct drawings for the mentioned location, etc. whose details may be found in the later sections of this tender documents.

6.2 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered. Tenderer shall supply all tools, plants, labour, and consumables etc., as required for the work.

6.3 Responsibility for obtaining all statutory approvals, if any, and liaising with competent authority related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee, if any, levied by the Government and / or any other authorities and obtain necessary

permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.

6.4 All equipment shall be complete with approved safety devices wherever a potential hazard to personnel exists and with provision for safe access of personnel to and around equipment for operation and maintenance functions. Special care shall be taken to ensure against entry of rats, lizards and other creeping reptiles which may create electrical short circuit inside live equipment.

6.5 Each item of the work shall be considered as complete in all respects only after testing and final commissioning of the complete installation as directed by the Bank's Engineer. The payment on each item of work shall be made as per measurement and proportionate to the quantum of work completed. In the event of any dispute regarding the proportion of work complete, the decision of the Bank's Engineer shall be final and binding to the contractor.

6.6 The successful tenderer shall carefully go through the Clauses of Invitation to Tender, Specification, Schedule of Work, and drawings and shall include in his rates any sum he may consider necessary to cover the fulfillment of the various clauses contained therein. Unit prices stated in the schedule of work against the item of work shall be inclusive of all installation, accessories, and consumables necessary to complete the said work within the contemplation of the contract. Beyond the unit prices no extra amount will be paid for incidental contingent work and materials.

6.7 The quantities mentioned in the schedule of work are probable quantities and it must be clearly understood that the contract is not a lump sum contract, that the probable quantities, the value of the entire tender are only indicative, and Employer does not in any way assure the tenderer or guarantee that the actual quantity of work would correspond to the probable quantities in the tender.

6.8 No change in unit rate will be admissible on any variation of quantity.

6.9 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the 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 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.

7.0 Drawings and Documents

7.1 The successful tenderer shall submit, in duplicate, on acceptance of the tender by the Bank, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if the Bank has approved these. The Bank will scrutinize the drawings.

8.0 Packing and Dispatch

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

9.0 Taxes and duties

9.1 The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, any other taxes / duties imposed by Central / State Government / Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning policy, workmen compensation and third party liability etc. till the system is finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

10.0 Validity of Tender

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

11.0 Language

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

12.0 Earnest Money Deposit & Retention Money

12.1 Earnest Money Deposit

12.1.1 **No EMD is required.**

12.2 Retention Money during Defect Liability Period

12.2.1 A retention money of 5% of the cost of works executed shall be retained with the Bank for due fulfilment of the terms and obligations of the 1-year DLP. The same shall be recovered and from each on-account bill till the total recovery amounts to 5% of the cost of works. The Bank reserves the right to deduct sums from the retention money in case of unsatisfactory performance of the terms, conditions of the DLP set out in the tender at any time during the currency of committed period. The amount, without any interest, shall be released on completion of the DLP.

12.3 All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the retention money if the amount so permits, and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

13.0 Lowest Tender Not Necessarily to Be Accepted

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

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

14.0 Right to Accept Part Tender

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

15.0 Signing of Contract Agreement

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

15.2 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.

15.3 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.

15.4 On receipt of intimation from the Bank of the acceptance of submitted tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement ([Annexure-4](#)). **The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

15.5 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.

16.0 Import and Export License

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

16.2 The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation / withdrawal. If the tenderer fails to restore the export license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer

shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

17.0 Inspection of materials / work at manufacturer's works / site

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

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

17.3 Cost of Inspection: The contractor shall provide, without any extra charge, all materials, tools, labour, and assistance of every kind which the Bank's Engineer may demand of him for any test / inspection and examination which he shall require to be so made and shall bear and pay all costs attendant thereon.

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

17.5 Inspector Authority to certify performance: The Bank's Engineer shall have the power-

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

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

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase / execute or authorize the purchase / execution of quantity / work of the equipment or

parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability regarding supply under the contract; or

iii) Cancel the contract and purchase / execute or authorize the purchase / execution of the quantity / work of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.

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

18.0 Completion Period

18.1 Time allowed for carrying out the work is **50 days from the tenth day of date of work order / intimation from the Bank**, as mentioned in the Memorandum, shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Liquidity Damages” stated in section-V- “Appendix herein before referred to” of the contract. The tenderer shall, before commencing the work, prepare a detailed work program which shall be approved by the Employer.

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

19.0 Insurance

19.1 The contractor shall take insurance policies in the joint names of the Bank and the contractor (Bank's name being first) from date of commencement of the work, till the completion of work. The rates quoted shall include the cost of these insurance policies. The policies shall cover the following risks:

- Contractors all risk insurance inclusive of fire, earthquake, storage, erection, testing and commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy with limits as under:
 - ₹ 10,00,000/- per annum.
 - ₹ 2,00,000/- per occurrence.

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

20.0 Warranty / Defect Liability Period (DLP)

20.1 The equipment / system supplied shall be guaranteed against all types of defects for a defect liability period (DLP) of 12 months from the date of virtual completion for entire system. Any defects in the system / sub-assemblies, found within the guarantee period, shall be rectified / replaced by the tenderer without any additional cost to the Bank.

21.0 Terms of Payment

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

- a. 85% shall be released on completion of delivery of all materials at site, completion of all works at site, with measurement, testing, and certification of the works by the Bank's on-site technical team, along with submission of all policies of insurance, performance BG, any other document, etc., as per tender conditions.
- b. 10% value of the value of work shall be released on completion of test check of measurements for the works by the Bank's competent technical officer, submission of any other document, etc., as per tender conditions.
- c. Balance 5% of the value of work shall be released after DLP period of 1 year, against due fulfilment of the terms and obligations of the Contract during 1-year DLP.

Other Issues

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

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

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

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

26.0 The Bank shall identify a suitable electrical point near to the work site for connecting electrical tools. The firm shall consider the work from the above-mentioned electrical point to the complete installation and commissioning of the system. The suitable AC cable / wire or AC power shall be under

the scope of work of the contractor as per standard and as directed by Bank's Engineer. The contractor may also consider the cost of the above-mentioned AC supply work while quoting for the tender.

27.0 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.

28.0 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.

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

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

31.0 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and also in compliance of the requirement of the relevant local public authorities, if any, and no deviation on any account will be permitted.

32.0 The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and / or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities. The payment made to the authorized institutions will be reimbursed on submission of original receipt.

33.0 The following documents are required to be submitted along with the tender.

- a. Valid Contractor license for carrying out works of relevant category within the Kerala State.
- b. Form of tender duly signed by the authorized signatory of the bidding firm.
- c. Checklist (section-IX of the tender document), duly filled-in and signed by the authorized signatory of the bidding firm.
- d. Signed declaration regarding site visit- Annexure A.
- e. Valid proof for MSE / UDYAM registration, if applicable.

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

Section-III- Safety Code

General Safety

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

Fire Safety

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

Place:

Signature and Seal of The Contractor

Date:

Section-IV- The Conditions Hereinafter Referred To

Interpretation Clause

1.0 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of__ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri. _____ trading in the name and style of _____ and shall include his heirs, successors, and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix Hereinbefore Referred To, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	“Notice in writing”	Or written notice shall mean a notice in written, typed, or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(f)	“Act of Insolvency”	Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(g)	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(h)	"The works"	Shall mean the "Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi" as provided herein.
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Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

Scope of Contract

2.0 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time-to-time issue further drawings and / or written instructions, details, directions, and explanations, which are hereafter collectively referred to as" Employer's Instructions" regarding:

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

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

Contractor 's Duties

3.0 Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees, and licenses necessary for proper execution and completion of required work.

c) Give required notices.

d) Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.

e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

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

Drawings, Schedule of Quantities & Agreement

5.0 The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. The contractor shall prepare the line diagram, system configuration drawing and other necessary drawings and documents, if any, for carrying out the work. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Drawings and Specifications to the Bank.

Work sequence

6.0 The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame as per the approved schedule. The schedule time frame starts after a notice to proceed, or contract is received from the Employer. The Contractor shall provide a detailed schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of premises

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

a) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.

b) Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

Contractor to provide everything necessary at his cost

8.0 The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in

the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal office functions

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

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

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

Protection of Work and Property

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

Authorities, Notices and Patents

13.0 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and / or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations, or byelaws, in question, and any variation so necessitated shall be dealt with under section-IV-para-22.0 thereof.

13.1 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations, or byelaws 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.

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

Setting out of works

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

Materials and workmanship to conform the descriptions

15.0 All materials and workmanship shall as far as procurable be of the respective kinds described in the Schedule of Quantities and / or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and / or carry out any test of any materials which the Employer may require.

Contractor's superintendence and representative on the works

16.0 The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the section-V- "Appendix Hereinbefore Referred To." The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Employer to such representative shall be held to be given to the Contractor.

Dismissal of Workmen

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

Access to Works

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

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

19.0 The term "Assistant Manager (Tech.) / Manager (Tech.) / The Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the

Assistant Manager (Tech.) / Manager (Tech.) / The Bank's Engineer, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.) / Manager (Tech.) / The Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

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

Assignments and Sub-letting

20.0 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

20.1 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of section-IV-para-26.0 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

22.0 The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under section-IV-para-26.0 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of Quantities

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

Measurement of Works

24.0 The Assistant Manager (Tech.) / Manager (Tech.) / The Bank’s Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech.) / Manager (Tech.) / The Bank’s Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend, neglect, or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech.) / Manager (Tech.) / The Bank’s Engineer shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

Prices for extra etc. ascertainment of

25.0 The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of section-IV-para-5.0 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

Final Measurement” stated in the section-V- “Appendix Hereinbefore Referred To”, or if not stated, then defined in section-IV-para-25.0 hereof.

Unfixed materials when considered to be the property of the Employer

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

Removal of improper work

27.0 The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any payment due, or that may become due, to the Contractor.

Defects after virtual completion

28.0 Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the section-V- “Appendix Hereinbefore Referred To”, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any payment due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any payment due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under section-II-para-12.0 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in section-IV-para-21.0 and section-IV-para-22.0, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this para and section-IV-para-2.0 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of Virtual Completion and Defects Liability Period

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

Nominated Sub-Contractor

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

30.1 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

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

Other persons employed by Employer

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

Insurance in respect of damage to person and property

32.0 The Contractor shall be reasonable for all injury to persons, animals, or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident, or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges, or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind, or other inclemency of weather. The Contractor shall indemnify and keep indemnified the

Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including losses and damages due to fire, earthquake risk and damages during storage, erection, testing and commissioning, in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.**

32.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer.

32.3 The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this contract and also during CAMC period or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.**

32.4 In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom.

32.5 Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges, and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not

be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

32.7 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of Commencement and Completion

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

Damages for Non-completion

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

Delay and Extension of Time

35.0 If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and / or Specification or (e) by reason of Employer's instructions as per section-IV-para-2.0 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

Failure by Contractor to comply with Employer's instructions

36.0 If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer

37.0 If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer,

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or

persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor

38.0 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with section-IV-para-26.0 hereof.

Certificates and Payments

39.0 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the section-V- "Appendix Hereinbefore Referred To" as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as the "Defects Liability Period" in the section-V- "Appendix Hereinbefore Referred To", from the Date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under section-IV-para-2.0 and section-IV-para-29.0 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts

which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

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

Delayed Payment

41.0 Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the section-V- "Appendix Hereinbefore Referred To", carry interest at the rate named in the section-V- "Appendix Hereinbefore Referred To", as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

Matters to be finally determined by Employer

42.0 The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under section-IV-para-2.0(a), 2.0(b), 4.0, 7.0, 12.0, 19.0, 28.0, 29.0 (a, b, c, d, e, f) hereof (which matters are herein referred to as the "exempted matters") shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under section-IV-para-43.0 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by arbitration

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

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

any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

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

The venue of arbitration shall be Kochi, India.

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

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

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

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

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

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

Right of technical scrutiny of final bill

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

Employer entitled to recover compensation paid to workers

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

Abandonment of Works

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

Return of surplus materials

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

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

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

Accident Reports

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

Non-disclosure Clause

50.0 The Contractor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The

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

Sexual Harassment of Women at Workplace

51.0 The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.

51.1 Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

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

Marginal Notes

52.0 The notes in the box and in the catch lines hereto and in the Annexure’s hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the Annexure’s hereto.

Special Conditions: Progress of Work

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

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

Place:

Signature and Seal of The Contractor

Date:

Section-V- Appendix Hereinbefore Referred To

1.	Defects Liability Period	12 months from the date of Virtual Completion Certificate.
2.	Period of Final Measurement	30 days from the date of final commissioning
3.	Date of Commencement	Tenth day of date of work order / intimation from the Bank
4.	Date of Completion	50 days from the tenth day of date of work order / intimation from the Bank
5.	Liquidated Damages at the rate of	0.25% of the contract value per week, subject to a maximum of 10% of the contract value of the delayed period.
6.	Value of Works for Interim Certificates	As per <u>section-II-para-21.0 of the tender.</u>
7.	Period for Honouring interim Certificates	1 month.
8.	Rate of Interest for Delayed Payments	3% per annum.

Employer	Contractor
-----------------	-------------------

Section-VI- Technical Specifications and Schedule of Work

1.0 The works mentioned are in relation to the **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi**, to be carried out at the 1st floor office area at the Bank's Office Building, Kochi. The same shall be undertaken considering the detailed design in this tender, along with all the relevant technical specifications and standards prevalent, including those mentioned below.

2.0 The relevant layout drawings for the mentioned location may be found in the subsequent sections of this tender documents.

3.0 Technical Specification for Sheet Metal Work

3.1 Scope- The scope includes the supply, fabrication, and erection of all factory-fabricated GSS (Galvanized Steel Sheet) flat oval ducts as per the drawings, complete with all fittings such as tee bends, special off-shoots, turning vanes, splitter dampers, insulated ducts, and transformation pieces, as required and in accordance with IS 655. This includes the suspension and supporting arrangements for plenums, complete as required and as per specifications. Only high-tech supports shall be used, and ducts shall be joined using easy slip-on flanges, gaskets, corner pieces, cleats, etc. Wall openings must be made good to match the original finish.

3.2 Material for Ducting- All duct work / sheet metal work shall be constructed out of the best quality cold-annealed, flat galvanized sheet steel, galvanized to the specifications of IS: 277 (latest edition). The joints shall be finished straight and neat. The ductwork shall be supported and secured from the roof slab or any other building member using angles and rods, as may be required.

3.3 Sheet Thickness and Gauges- The thickness of the GSS sheets shall correspond to the duct dimensions as specified in the table below:

Maximum size of rectangular duct side (mm)	Round duct diameter (mm)	Thickness of GSS sheet (mm)	Thickness of GSS sheet (SWG)
Up to 750	Up to 600	0.63	24
751 to 1500	601 to 750	0.80	22
1501 to 2250	750 to 900	1.00	20
2251 and above	901 and above	1.25	18

3.4 Duct Fabrication and Construction- The fabrication of the duct shall be done as per IS: 655 (latest edition) and/or SMACNA standards. Transverse joints, connections, bracing, and seams shall generally be as per IS: 655. All ducts over 300mm in either dimension shall be cross-broken (beaded), except for those on which rigid board insulation is applied. Stiffening angles shall be of black structural steel and shall be riveted to the ductwork. The longitudinal seam on all ducts may be a Pittsburgh seam, hooked and hammered. Ducts of size 600mm and above shall be reinforced between the joints. Where drive-slips are used, angles shall be riveted to the ducts 50mm from the slips.

3.5 Duct Construction Standards- The intent of the above specification is to obtain duct pieces that are robust and rigid enough to preclude flutter and to achieve the minimum amount of air leakage.

The air leakage shall comply with SMACNA standards. The contractor may fabricate ducts conforming to any other approved standard to achieve the desired result. However, detailed specifications shall be submitted for approval before adopting the same. Suitable rubber gaskets shall be provided between the duct flanges.

3.6 Ducting shall be supported by independent hangers fixed to the building structure. In any case, the duct shall not be supported from the false ceiling, ceiling hangers, light fixtures, supports for light fixtures, or piping work, etc. In the event that the structure is under construction, inserts and anchors required for duct support shall be set in the building structure at the time of pouring concrete. The Contractor shall prepare detailed drawings of hangers and supports and submit them for the approval of the consultants.

3.7 High-tech supports and easy slip-on flanges, gaskets, corner pieces, and cleats shall be used. Wall openings must be made good to match the original finish. The construction must be robust to preclude flutter and achieve minimum air leakage in compliance with SMACNA standards. Suitable rubber gaskets shall be provided between all duct flanges.

3.8 Dimensions- Dimensions of the duct sections shown are the inside dimensions of bare ducts. Where ducts are required to be lined or insulated on the inner surface, their dimensions must be enlarged so that the cross-sectional area is not reduced as compared to those shown on the drawings.

3.9 Elbows, Vanes, Etc.- Simple elbows and transformation sections shall be formed with Pittsburgh corner seams. Complicated fittings shall be constructed with double corners. Elbows, bends, and offset pieces shall have a centre line radius of not less than 1.5 times the radial width of the duct. Turning vanes should be provided at the required spacing such that the aspect ratio of each individual elbow formed by the vanes shall not be increased beyond standard limits.

3.10 Transformation- Where ducting has to avoid building structural members, piping, electrical pipes, cables, etc., ducts shall be transformed, divided, or curved to one side. Duct transformations shall be made with a side slope of 10mm to 70mm. However, if the duct cross-section area needs to be reduced, a maximum reduction of 20% of the original area shall be allowable.

3.11 Take-offs- The branch take-offs and collars shall be provided with turning vanes. Straightening vanes shall also be provided in the collars wherever practicable.

3.12 Dampers and Splitters- Dampers shall be provided in the ductwork for the proper control and balancing of air distribution. Dampers shall have an easily accessible operating mechanism. The operating mechanism shall consist of links, levers, and quadrants as required for proper control and setting in the desired position. The position of the handle of the damper operating mechanism shall be clearly visible and it shall indicate the position of the damper within the duct. Dampers, splitters, and their operating mechanisms shall be fabricated of GS sheets two gauges heavier than the duct piece containing these fittings and shall be easily accessible through suitable access doors in the ducts. Dampers shall be installed in the duct at all required locations such as chutes, branches, etc.

3.13 Fire Dampers- The scope included the supply and installation of 90-minute fire-rated supply and return fire dampers, complete with fusible links and micro-switches to shut off the corresponding AHU (including all necessary control cabling).

Fire dampers shall be provided in the ducting as shown on the drawings and wherever required by

local codes. Furthermore, fire dampers must be provided in ducts passing through fire walls and in instances where the ducts serve more than two floors. These fire dampers shall possess the same fire resistance rating as the fire walls, ceilings, or other structural elements they penetrate. Every fire damper shall be installed within the duct in such a manner that vibration and rattling do not occur due to the passage of air.

Fire dampers equipped with solenoids shall also be provided, and these solenoids are to be supplied and installed by the Contractor.

3.14 Apparatus and Equipment Connections

- a. Equipment such as existing air handling units shall be connected to the ductwork by means of a double canvas sleeve made of 15-ounce, woven asbestos cloth, with a connection length of at least 150mm.
- b. Wall Sleeves- Duct sleeves constructed from 20-gauge thick galvanized sheet steel shall be used for ducts passing through load-bearing walls or partitions. These sleeves shall provide a 25mm clearance all around the duct or insulated duct. The space between the sleeve and the duct shall be packed with twisted asbestos.
- c. Access Doors- Hinged or bolted access doors shall be provided in the ducting for fire dampers and any apparatus requiring frequent servicing or inspection. These access doors shall be rigid and shall be fitted with airtight rubber gaskets. Additionally, insulated ducts shall be provided with matching insulated access doors.

3.15 Diffusers, Registers, and Grilles- The supply and return air grilles and diffusers shall be aluminium, machine-made, and powder-coated, with a design subject to approval. The color for these items shall be approved by the Bank prior to procurement. All side-wall supply and return grilles shall be of double-deflection type, featuring both horizontal and vertical adjustable vanes. Grilles shall be equipped with multi-louver dampers for volume control, featuring an adjustable handle accessible from the face of the grille. All diffusers and grilles shall be constructed of powder-coated aluminium. Additionally, diffusers and grilles shall be provided with sponge rubber gaskets to be placed between the flanges and the wall or ceiling. Samples of all grilles and diffusers must be approved by the Bank before final procurement and installation.

3.16 Installation Standards- The installation of ducting shall conform to the standard practices of the trade. The Contractor shall provide and neatly erect all sheet metal work as shown on the Bank's design drawings included with this tender.

Upon the award of work, the Contractor shall prepare detailed shop drawings based on these designs for approval by the Engineer-in-Charge. The drawings shall indicate the exact route of ducting, ducting dimensions, and details of splitters, vanes, dampers, and fire dampers, as specified and required. The ducting shall be suitably designed to avoid all obstructions while simultaneously utilizing a minimum number of bends, transformations, and divisions. Every duct layout drawing shall clearly indicate the location and spacing of all supports and hangers.

Ducting located over false ceiling areas shall be supported from the ceiling slab or from beams. In no event shall the ducting be supported from false ceiling hangers, cable trays/racks, or pipe supports, nor shall it be permitted to rest on the false ceiling. All ducts shall be rigid and shall be adequately

supported and braced wherever required with tees or angles of adequate size to prevent buckling, vibration, or breathing. The Contractor should mention the total quantity of various sizes of ducting sheets along with each floor drawing of the duct layout. Wherever the ducting is visible through linear grilles, that specific portion shall be painted with black enamel paint.

3.17 Round / Flat Oval Ducting- Round and flat oval ducts shall be machine-fabricated as per IS and/or SMACNA standards. Ducting covering the insulation shall also be factory-fabricated, including all reducers, tees, and elbows. All necessary supports shall be considered. For exposed ducts, wire supports (Gripple type) must be utilized. The entire exposed ducting shall be powder-coated in a color approved and recommended by the Bank.

4.0 Technical Specification for Insulation

4.1 Duct Insulation- For factory-fabricated ducts, the insulation (13 mm) shall be installed on the inner side of the ducts, maintaining the thickness and properties as mentioned in the BoQ.

4.2 Duct Acoustic Lining- The material used shall be processed Open-cell Nitrile Rubber foam. The material properties are as mentioned in the BoQ. Ducts so identified and marked on the Drawings, and included in the Schedule of Quantities, shall be provided with acoustic lining of thermal insulation material for a distance of a minimum of 3 meters. The inside surface of the ducts shall be covered with an adhesive recommended by the manufacturer. Foamed sheets shall be cut into the required sizes, after which adhesive shall be applied to the foam to stick it securely to the duct surface.

5.0 The work to be provided for by the Contractor, unless otherwise specified, shall include but not limited to the following. The rates quoted shall also be including them.

- a. All labour, materials, tools, plants, construction equipment, supervision, services, materials, supports, transportation etc.
- b. Any testing on the items / materials for the works.
- c. Any labour, materials, tools, and construction equipment required in relation to fabricating and fixing of BoQ items.
- d. Supply, provision, and erection of scaffolding as required, and its removal after works.
- e. Any changes / deviations from schedule of work shall be duly notified and approved by the Bank's Engineer before commencement of the work.
- f. The samples of materials / equipment shall be furnished for approval from the Bank before execution of the work.
- g. To provide all incidental items not shown or specified but necessary for proper execution of works in accordance with the standards / schedule / specification of items / work.
- h. Making good of all damaged civil work, if any.
- i. The debris / dust or any wastage generated out of the above work shall be cleaned, cleared, and removed from site on a regular basis, as required and as instructed by the Bank's Engineer. If this is not done as per the satisfaction of the Bank, payment due to the firm may

be held for such time till the clearing of debris is done / the expenditure on removal of the derbies (through other agencies) may be recovered from the contractor by suitable deductions from payments due to them.

- j. Any liaising work, if applicable, with local authorities for commissioning of the work shall be carried out by the contractor at his own expense and any amount payable to any authority related to the tendered work shall be reimbursed to the contractor on submission of original receipt / fee paid by the contractor.

5.0 Special Conditions:

- a. This specification covers supply of materials, fabrication, erection, testing and commissioning of the system as per technical details, schedule, and layout. Applicable provisions, standards, and conditions of contract shall be binding on the work and its execution.
- b. The workmen will not be allowed to stay within the premises.
- c. The electric power (3-phase, 415V / single-phase 240V, 50 Hz AC) and water required for the work can be drawn from the supply available at site free of cost.
- d. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any working day of the Bank.
- e. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
- f. The Tenderer shall use only approved brands of materials, any deviation in the same shall be duly notified to and approved by the Bank.
- g. The work must be carried out in proper coordination with the civil works at site, without causing disturbances to the occupants.
- h. Any damage caused by the contractor to any of the Bank's property during the work must be rectified by him at his cost.
- i. While submitting invoice after award of work, the contractor shall clearly indicate the GST amount involved in the work value.

6.0 Unless specifically mentioned otherwise, all aspects in respect to the works, design, fabrication workmanship, and the quality and properties of materials (such as GSS sheets, insulation, and sealants), including any method of testing for leakage or fire rating, shall be governed by the latest and relevant IS and SMACNA codes

7.0 The materials shall be of the approved make and quality, as per the list of materials and approved brands found in this tender. If the list of materials mentioned above stipulates two or more alternative brands/makes for any product, the decision as to which brand/make shall be used in the work shall be taken by the Bank, and the contractor shall provide the brand/make so selected without any extra cost.

8.0 In case materials are required to be obtained from any manufacturer other than those listed on account of non-availability, prior approval from the Bank's Engineer will be necessary, supported by relevant test certificates qualifying the required standard. Further tests, as directed, shall also be carried out by the contractor at their own cost, if required. The contractor shall obtain approval from the Bank for samples of all materials before placing an order, and the approved samples shall be carefully preserved in an appropriate manner at the site for verification by the Bank. For standard bought-out items, the sizes manufactured by the firms listed shall prevail when there is a discrepancy in the sizes mentioned in the schedule, without any financial adjustment. All materials used in the work shall be of ISI-approved quality or, in its absence, conform to the relevant IS Specification.

Place:

Signature and Seal of The Contractor

Date:

Section-VIII- List of Approved Makes

Item	Approved Make
GSS Sheets	JSW Steel / Tata Steel / SAIL
Factory Fabricated Ducts	Zeco / Fanair India / Multiline Industries / Rola Star
Acoustic Lining (Open Cell)	Armacell (Armaflex) / K-Flex / AFICO
Grilles, Diffusers, Registers, Dampers, Louvers, Fire Dampers etc.	Caryaire / Air Master / Cosmos / Dynacraft / Tristar / Cherub / Systemair / Ruskin Titus
Supports & Accessories	Gripple / Hilti / Fischer
Flexible Duct Connections	Seven Star / Pyroguard / Ducts India

Note:

- a) Apart from the above noted approved brands, any other equivalent brand may be used only with the approval of the Bank.
- b) The Contractor shall produce samples of 2-3 makes for the Bank's approval, before using the same in the works.
- c) The materials approved by the Bank shall only be used in the work.

Place:

Signature and Seal of The Contractor

Date:

Section-IX- Checklist of Commercial Conditions

Sl. No.	Description	The Bank's Terms	Acceptance of the Bank's Terms (Yes / No)
1	Validity of Tender	90 days from the date of opening of the tender.	
2	Earnest Money Deposit (EMD)	No EMD is required.	
3	Terms of payment	As per <u>section-II-para-21.0 of the tender.</u>	
4	Technical Specifications	As per <u>section-VI of the tender.</u>	
5	Warranty Period / DLP	12 months from date of virtual completion of works.	
6	Service after sales	Free of cost during the warranty period (DLP), including replacement of any material / assembly / equipment / software if found necessary.	
7	Completion Period	50 days from the tenth day of date of work order / intimation from the Bank.	
8	Liquidated Damages	As per section-V- "Appendix Hereinbefore Referred To."	

Place:

Signature and Seal of The Contractor

Date:



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

www.rbi.org.in

Supply, Installation, Testing, and Commissioning of
Central AC Duct for First Floor, OB, RBI, Kochi

Unpriced Bill of Quantities

Sl. No.	Description	Unit	Qty.	Rate
1	<p>Supply, storage, installation, testing, and commissioning of factory-fabricated flat oval GI ductwork using 120 GSM (on both sides) GI sheets with all accessories, supports, jointing materials, and flanges complete, all-in line with DW 144 or SMACNA and in line with the specifications, drawings, etc. The insulation shall also be factory-fabricated with 13 mm thick closed-cell elastomeric nitrile foam rubber Class O for thermal insulation, stuck to the duct as per specifications. The supports for the same shall be galvanized wire suspensions. The thermal conductivity of the insulation material shall not exceed 0.035 W/m-K at an average temperature of 30°C. The density of the nitrile rubber shall be 40–60 kg / cu. mtrs.. The insulation material and the outer layer of the vapor barrier should have antimicrobial properties. Water vapor permeability shall be as per DIN 53122/DIN 52615.</p> <p>The system shall be complete in all respects for commissioning. The rates for the same, along with all necessary accessories, are to be considered with this line item and shall not be charged separately. The rates shall be inclusive of the painting of supports (one coat of epoxy primer and two coats of enamel paint). (Approval to be taken from the architect).</p>			
1.1	Ductwork complete (24 gauge)	sq. mtrs.	135	
1.2	Ductwork complete (22 gauge)	sq. mtrs.	35	
2	Supply, storage, installation, testing, and commissioning of grilles, round diffusers, and dampers as specified below. The			

	system shall be complete in all respects for commissioning. (Approval to be taken from the architect.)			
2.1	4-way supply air round diffusers with adjustable cores.	sq. mtrs.	10	
2.2	Return linear air grilles.	sq. mtrs.	0.5	
3	Supply, installation, testing, and commissioning of GI oval duct air volume control dampers, complete with neoprene rubber gaskets, nuts, bolts, screws, linkages, flanges, etc., as per specifications.	sq. mtrs.	5	
4	Supply, installation, testing, and balancing of powder-coated/anodized extruded aluminium construction door transfer grilles for make-up air. The grilles will be powder-coated in a shade approved by the client and installed as per the drawings.	sq. mtrs.	0.5	
5	Supply, storage, and installation of fusible link type fire dampers as per specifications.	sq. mtrs.	0.5	
	Grand Total (incl. of GST)			

Note:

1. Please quote the rate per unit excl. of GST for each of the items from sl. nos. 1 to 5. The system shall automatically calculate the GST and show the final amount by using the formula-

$$\text{Amount for SI. No. } i = (\text{Rate for SI. No. } i) * (\text{Qty. for SI. No. } i) * 1.18.$$

2. The grand total amount incl. of GST shall be calculated by the formula-

$$(\text{Amount for SI. No. } 1) + \dots + (\text{Amount for SI. No. } 5)$$

3. The rates are to be quoted only online. Due to the limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each item given in the Unpriced Bill of Quantities (BoQ) given in the tender document. For execution and rate purpose, the details given in Bill of Quantities of the tender document will be implemented.
4. The bidders are advised to quote only base rate for items, i.e., the rates for the items in the tender should be quoted exclusive of GST. However, all the items in the 'Bill of Quantities' will be subjected to GST @ applicable rates, and the entire value (i.e., the base rate quoted by the successful bidder for item referred at serial number of 'Bill of Quantities' plus applicable GST thereon) will be taken as the total contract value of the work. No change in quoted rates will be accepted.
5. The format given above is only for illustrative purpose. Price should be submitted online, only through MSTC portal. Submission of rates filled in the 'Bill of Quantities' along with tender documents will lead to disqualification of tender.

Place:

Signature and Seal of The Contractor

Date:

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

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

Dear Sir,

Name of Work: **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**

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

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

Signature of Mr. / Ms. is attested below:

Signature(s) of the Bidder:

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

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

PROFORMA OF UNDERTAKING FOR SITE VISIT BY CONTRACTOR

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

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

Dear Sir,

Name of Work: **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**

We,, the tenderer for the above work, hereby confirm that, we have visited the site and understood the proper details and scope for the corks to be carried out at the premises.

Yours faithfully,

(.....)
Authorized Signatory

(Name and Address of the Company with Company Seal)

Place:

Date:

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

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

WHEREAS the Employer is desirous of carrying out the work of '**Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**' And has caused specifications and schedule of quantities describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS

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

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

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

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

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

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

7.0 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of '**Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi**', subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates / amounts contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

8.0 The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations and fittings, telephone, air conditioning and any other ancillary works in the manner laid down in the said Conditions and shall make good any damages done to walls, floors, etc., after the completion of such works.

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

10.0 Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within **50 days from the date of work order / intimation from the Bank** subject nevertheless to the extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

11.0 Retention Money during Defect Liability Period

11.1 A retention money of 5% of the cost of works executed shall be retained with the Bank for due fulfilment of the terms and obligations of the DLP. The same shall be recovered and from each on-account bill till the total recovery amounts to 5% of the cost of works. The Bank reserves the right to deduct sums from the retention money in case of unsatisfactory performance of the terms, conditions of the DLP set out in the tender at any time during the currency of committed period. The amount, without any interest, shall be released on completion of the DLP.

11.2 All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the retention money if the amount so permits, and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

12.0 Warranty / Defect Liability Period (DLP)

The equipment/system supplied shall be guaranteed against all types of defects for a defect liability period (DLP) of 12 months from the date of virtual completion for the entire system. Any defects in the system / sub-assemblies, found within the guarantee period, shall be rectified/replaced by the tenderer without any additional cost to the Bank.

After completion of works, retention money of an amount equal to 5% of the cost of work executed shall be withheld as a security deposit and the same may be released after the DLP period of 1- year. This amount shall be retained by the Bank for due fulfilment of the terms and obligations of the DLP and shall be released by the Bank after successful completion of the said DLP without any interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the contractor is a partnership or an individual.

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

If the contractor is a company.

Signature clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri. _____

(Name and Designation)

In the presence of

(1) _____

(2) _____

(Witnesses)

Signature clause

SIGNED AND DELIVERED by

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

In the presence of

(1) _____

(2) _____

(Witnesses)

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

(1) _____

(2) _____

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

(1) _____

(2) _____

SIGNED AND DELIVERED by the Contractor by the
hand of Shri. _____
and duly constituted attorney.

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

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

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

(On Non-Judicial Stamp Paper of appropriate value)

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

Dear Sir,

Name of Work: **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**

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

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

Yours faithfully,

For M/s

(.....)
Authorized Signatory

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

Place:

Date:

PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST PATENT RIGHTS

(On Non-Judicial Stamp Paper of appropriate value)

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

Dear Sir,

Name of Work: **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**

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

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

Yours faithfully,

For M/s

(.....)
Authorized Signatory

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

Place:

Date:

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

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

Dear Sir,

Name of Work: **Supply, Installation, Testing, and Commissioning of Central AC Duct for First Floor, OB, RBI, Kochi.**

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

WHEREAS

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

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

NOW THIS GUARANTEE WITNESSETH

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

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

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

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

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

We hereby further agree that-

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

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

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

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

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

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Bank Official 's Signature (with Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

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

Witness

(1) Signature with
Name, Address and Date

(2) Signature with
Name, Address and Date

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

List of makes of materials intended for the work

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

Item	Make Supplied
GSS Sheets	
Factory Fabricated Ducts	
Acoustic Lining (Open Cell)	
Grilles, Diffusers, Registers, Dampers, Louvers, Fire Dampers etc.	
Supports & Accessories	
Flexible Duct Connections	

Place:

Signature and Seal of The Contractor

