



भारतीय रिज़र्व बैंक Reserve Bank of India
संपदा विभाग Estate Department
बेंगलूरु Bengaluru

निविदा आमंत्रण सूचना

भारतीय रिज़र्व बैंक, बेंगलूरु के मुख्य कार्यालय भवन की तीसरी मंज़िल पर HRMD के एचवीएसी (HVAC) डक्टिंग कार्यों का डिज़ाइन, आपूर्ति, संस्थापन, परीक्षण और कमीशनिंग के लिए पात्र सूचीबद्ध विक्रेताओं से सीपीपी वेबसाइट के माध्यम से ई-टेंडर आमंत्रित करता है। विस्तृत निविदा सूचना के साथ ई-टेंडर सीपीपी पोर्टल <https://etenders.gov.in/eprocure/app> और आरबीआई की वेबसाइट <https://www.rbi.org.in> पर "टेंडर" मेनू के अंतर्गत उपलब्ध है।

2. कार्य की अनुमानित लागत **₹7.80 लाख (मात्र सात लाख अस्सी हजार रुपये)** है, हालांकि वास्तविक राशि भिन्न हो सकती है।

3. ई-निविदा प्रक्रिया का कार्यक्रम निम्नानुसार है:

क	ई-निविदा सं.	RBI/Bangalore Regional Office/26/26-27/ET/015
ख	ई-निविदा आईडी	2026_RBI_293506_1
ग	निविदा का तरीका	ई-खरीद प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली के माध्यम से) (https://etenders.gov.in/eprocure/app)
घ	वह तिथि जिससे निविदा दस्तावेज पार्टियों के लिए डाउनलोड हेतु उपलब्ध होगा	06 अक्टूबर, 2026; शाम 05.30 बजे से
ङ	बोली-पूर्व बैठक	13 अक्टूबर, 2026 को सुबह 11.00 बजे
च	बोली आरंभ तिथि	16 अक्टूबर, 2026; सुबह 11.00 बजे से
छ	निविदा प्रस्तुत करने की अंतिम तिथि	26 अक्टूबर, 2026 सुबह 11.00 बजे तक
ज	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	27 अक्टूबर, 2026; सुबह 11.00 बजे से

4. भाग-I में निर्धारित सभी मानदंडों को पूरा करने वाले निविदाकारों/बोली लगाने वालों से ही संबंधित भाग-II अर्थात कीमत बोली को उसी दिन या बाद की तारीख में, बैंक द्वारा यथासूचित, खोला जाएगा। बैंक के पास बिना कोई कारण बताए किसी भी या सभी ई-निविदाओं को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है।

टिप्पणी: सभी निविदाकर्ता कृपया ध्यान दें कि ई-निविदा में कोई भी संशोधन / सुधार भविष्य में किए जाने पर, यदि कोई हों, उन्हें सिर्फ भा.रि.बैं और सी.पी.पी.पी वेबसाइट पर अधिसूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।



इसके अलावा, यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा की जाती है और यह चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को नजरअंदाज किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेने की इच्छा रखते हैं, वे प्रक्रिया के अनुसार भारतीय रिज़र्व बैंक के पास नामांकन के लिए आवेदन कर सकते हैं।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
बेंगलूरु



**Reserve Bank of India
Estate Department
Bengaluru**

e-Tender

for

Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD,

3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru

Name of Tenderer: _____

Address: _____

Part - I (Techno - Commercial Bid)

	ACTIVITY	DATE
1	Date of availability of Tender in RBI Website and Central Public Procurement Portal (CPPP)	October 06, 2026; 05:30 PM onwards
2	Bid Start Date	October 16, 2026; 11:00 AM onwards
3	Due date for submission of Tender	October 26, 2026; till 11:00 AM
4	Date of opening of Tender	October 27, 2026; 11:00 AM onwards

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

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NOTICE INVITING TENDER

Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru

Reserve Bank of India, Bengaluru invites e-tenders for the captioned work from Bank's empanelled vendors/contractors under the said category of the work costing up to **10.00 Lakh**. The tendering would be done through the e-Tendering portal of Central Public Procurement Portal (CPPP) (<https://etenders.gov.in/eprocure/app>). All interested empanelled vendors/contractors must register themselves with CPPP through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a. Name of Work	Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru
b. Estimated Cost of the Work	₹ 7.80 lakhs inclusive of GST.
c. e-Tender no	RBI/Bangalore Regional Office/26/26-27/ET/015
d. e-Tender ID	2026_RBI_293506_1
e. Mode of Tender	e-Procurement System (Online: Part I - Techno-Commercial Bid and Part II - Price Bid through https://etenders.gov.in/eprocure/app)
f. Date of NIT available to parties to download	October 06, 2026; 05:30 PM onwards
g. Date of Pre-Bid Meeting	October 13, 2026 at 11:00 AM. Venue: Reserve Bank of India, 2 nd Floor, Estate Department, Bengaluru.
h. Date of starting of e-Tender for submission of Techno-Commercial Bid and price Bid in CPPP Portal	October 16, 2026; 11:00 AM onwards
i. Date and time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	October 26, 2026 till 11:00 AM
j. Bid Validity	Three months (90 days) from the date of opening of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and

	the bidder/s shall not cancel or withdraw the tender during this period.
k. Date and time of opening of tender	Part I – October 27, 2026 at 11:00 AM Part II – Will be intimated separately to the qualified bidders.

Amendments / Corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and Central Public Procurement Portal (CPPP) as given above and will not be published in the newspaper.

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 selected Procuring Entity's enlisted 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.

Important instructions for E-Procurement

This is an e-procurement event of the Reserve Bank of India. The e-procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP) (<https://etenders.gov.in/eprocure/app>).

Process of E-tender: Bidder manual kit is available on home page

Registration for new bidder:

The process involves vendor's registration with CPP portal which is free of cost.
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120- 4493395

Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cphp-doe@nic.in

Contact person at RBI, Bengaluru:

1. Shri Suresh Kumar K (Assistant Manager, Tech-Electrical); 080-22180260
2. Shri Chandrakanta B (Assistant Manager, Estate Department); 080-22180588

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at (<https://etenders.gov.in/eprocure/app>). Tenders will be opened electronically on specified date and time as given in the tender.

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

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Section – I

FORM OF TENDER

To,

The Regional Director
Reserve Bank of India
Estate Department
Bengaluru

Madam/Sir,

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

MEMORANDUM

(a)	Description of works	:	Design, supply, installation, testing and commissioning of HVAC ducting works of HRMD 3rd floor at Bank's Main Office Building, Reserve Bank of India, Bengaluru.
(b)	Estimated cost	:	₹ 7.80 lakhs (Seven Lakhs Eighty thousand rupees, inclusive of GST.
(c)	Earnest Money	:	Nil
(d)	Percentage to be deducted from bills	:	5% towards Retention Money Deposit
(e)	Time allowed for completion of the work from the tenth date of work order	:	8 weeks from 10 th day of issue of work order

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. Should this Tender be accepted, we hereby agree to abide by and fulfill 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. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. The Tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

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).

Witnesses:

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

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

Section II

Part I - Commercial Conditions

1. E-tender is invited from the empaneled electrical contractors for the work, for providing of 'Design, supply, installation, testing and commissioning of HVAC ducting works of HRMD 3rd floor at Bank's Main Office Building, Reserve Bank of India, Bengaluru'. The last date for submitting the tender on CPP portal is **11:00 AM on October 26, 2026**.
2. Tenders shall be submitted in two parts viz., Part I containing technical and commercial details of the offer and Part II containing prices only. Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the CPP Portal, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded. Part I (Techno-Commercial Bid) of the tender shall be opened at **11:00 AM on October 27, 2026**. Part II (Price Bid) shall be opened on a subsequent date and time which shall be intimated to the bidders who are successfully qualified in Part I of tender.
3. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefor. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).
4. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
5. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly completed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc.
6. The entire work of specified in the scope of work shall be completed within a period of **08 weeks** from the tenth date of issue of work order.
7. **Defect Liability period:** The entire work shall be guaranteed against all types of defects for a period of one year from the date of virtual completion. Any defects in the work/materials/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.
8. **TERMS OF PAYMENT:** The following terms of payment, subject to statutory deductions will apply to the contract:
 - (a) 95% of the value of work on completion of whole work against testing, commissioning and handing over of the completed work to the Bank.

- (b) The Retention money of 5% of the value of work will be released after satisfactory completion of the one-year defect liability period.
9. The payment for the work will be made by the Office at which the work is completed and handed over. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said the system has been installed.
10. The contractors shall submit all technical details of the items used for the work/ any deviation in specification along with the tender. If they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender in the form prescribed in the [‘Annexure-C’](#).
11. The tenderers are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.
12. **Non-disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.
- 13. Sexual Harassment of women at workplace:**
- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its 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 shall ensure appropriate action under the said Act in respect to the complaint”.

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

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

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

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

14. Before submitting the quotation, firm should visit the site and get acquaint themselves about the site conditions.

15. Contractor has to show the samples of the material to be used in the work for Bank's approval before commencing the work.

16. The work shall be carried out in coordination with the Civil works. The contractor shall submit a detailed work schedule prior to the starting of work for the smooth progress of work.

17. Tenders will be considered only from list of contractors empanelled by the Bank in the trades concerned.

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

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make

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

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

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect and maintain (till completion of the Defect Liability Period of the contract) with an approved office, the following insurance policies in the joint names of the Employer**

(Reserve Bank of India, Bengaluru) and himself, with the Employer being first (Principal) and deposit such policy or policies with the Employer from time during the currency of this contract.

1. Storage, erection, testing and commissioning policy (C. A. R Policy) for the total amount of contract.
2. Workmen Compensation Policy.
3. Third Party Liability Policy with the limits as under.
 - a. Rs.10,00,000/- for the contract period
 - b. Rs.2,00,000/- per occurrence

The contractor shall, from the date of commencement of the works, insure the works at his cost and keep them insured till completion of the Defect Liability Period of the contract, against loss or damage by fire with an office **in the joint names of the Employer (Reserve Bank of India, Bengaluru) and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. The contractor shall deposit the policy and receipts for the premium with the Employer before the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The period of insurance must be valid for the entire duration of the work and if work is delayed due to any reason by the contractor, the extension of policy has to be made by the contractor at his cost. If the contractor is not responsible for the delay, still the policy has to be extended by the contractor but the cost in this respect shall be borne by the Bank.

Signature of the contractor _____

Name of the firm _____

Stamp of the firm _____

Place:

Date:

Section III

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.

ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

13. The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

SIGNATURE AND SEAL OF THE CONTRACTOR

Date:

Section IV

The Conditions herein before Referred To

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

- | | |
|------------------------|--|
| a) "Employer" | Shall mean the Reserve Bank of India and shall include its assignees and successors. |
| b) "Contractor" | Shall mean the individual, firm or a company whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. |
| c) "Site" | Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| d) "This Contract" | Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed. |
| e) "Notice in writing" | Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered. |

f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

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

h) "The works" Shall mean providing of Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD 3rd floor at Bank's Main Office Building, Reserve Bank of India, Bengaluru.

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.

- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under Clause 20 hereof.

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

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

- 3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and layout plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
- 4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
- 5. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions

be shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 17 hereof.

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. **The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work.** Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Asst. Manager (Tech)/ Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.
12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extra's alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 16 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

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

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

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

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

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

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

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

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

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

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

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

- 19. Removal of improper work:** The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and

the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion:** Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under Clauses 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this Clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.
21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected

by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

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

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

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as

damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage,

erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The Contractor shall at his own expense, arrange to effect and maintain (till completion of Defect Liability Period of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Storage, erection, testing and commissioning policy (C. A. R. Policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: ₹ 10,00,000/- for the Contract period and ₹ 2,00,000/- per occurrence

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

26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per Clause 17 hereof (f) by reason of civil commotion, local combination of

workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. Non-disclosure Clause

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

29. Contractor's failure to comply with Employers instruction: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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

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

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

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

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

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

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

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

32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally

completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under Clauses 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters,

referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

36. Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to

recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

37. Abandonment of works

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

38. Return of surplus materials

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

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

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

40. Sexual Harassment of women at workplace:

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

contractor/Agency and the contractor/ Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

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

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

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

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

Place:

Date:

Signature of Tenderer

(Name, Designation, Name & seal of the firm)

Section - V

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The electric power and water required for the work can be drawn from the supply available at site free of cost.
3. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any working day of the Bank.
4. The debris/dust or any wastage generated out of the above work shall be cleaned as required and as instructed by the Bank's Engineer.
5. The Tenderer shall remove all the debris collected at site (from the Bank's premises), as per the satisfaction of Bank's Engineers.
6. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
7. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.
8. The work has to be carried out in coordination with the civil works and do not cause any disturbance to the residents of occupying flats.
9. Any damage caused by the contractor to any of the Bank's property during the work must be rectified by him at his cost.
10. **Rates quoted online by the Tenderers in the "Rate Column" should be excluding GST.**
11. While submitting invoice after award of work, the contractor shall clearly indicate the GST amount involved in the work value.

Place:

Date:

Signature of the Tenderer

Name and address

Section VI

Technical Specifications

1. The scope of work shall cover "Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru" as detailed under this specification and as provided in the bill of materials/schedule of quantities.

1.1. CODES AND STANDARDS

The design, materials, manufacture, inspection, testing and performance of HVAC System shall comply with all currently applicable statutes, regulations, codes and standards in the locality where the equipment is to be installed. Nothing in this specification shall be construed to relieve the Bidder of this responsibility.

1.2. HVAC Ducting Work

The Oval (elliptical) duct work shall be fabricated out of galvanized steel sheet (GSS), class VIII conforming to IS 277-1962 (revised & amended till date). The fabrication of duct shall strictly conform to IS 655- 1963 as amended up to date.

The thickness of the sheet for fabrication of Oval (elliptical) duct work shall be as under:

Maximum side mm	Thickness of sheet mm	Type of transverse joint connections	Bracing (if any)	Size of supports (hanging rods)
1	2	3	4	5
Up to 400	0.63	25mm GSS flanges	None	10 mm
401 to 749	0.63	25 x 25 x 3mm MS angle flanges	25 x 25 x 3mm MS angle at 1.2m	10 mm
750 to 1500	0.8	40 x 40 x 3mm MS angle flanges	40 x 40 x 3mm MS angle at 1.2m	12 mm

Construction of Ducts

The following points should be also considered while fabrication of ducts.

- I. All ducts shall be fabricated and installed in workman like manner, generally confirming to the relevant IS code (**revised & amended till date**).
- II. Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made airtight. The rubber gasket shall be installed between duct flanges in all connections and joints.
- III. Changes in dimensions and shape of ducts shall be gradual. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence. All

branches take offs and collars shall be provided with turning vanes. All flanges and supports should be primer coated on all surfaces before erection and painted with aluminium paint thereafter.

- IV. All ducts shall be supported from the ceiling/slab by means of MS rods of required dia. as per IS standard (mentioned in above table) with M.S angle at the bottom. The ducts shall be suspended from the ceiling with the help of dash fasteners.
- V. All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking.
- VI. All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to AHUs that may cause vibrations in the ducts, ducts shall be provided with fire resistant flexible double canvas connection.
- VII. All nuts, bolts and washers shall be zinc plated steel. All rivets shall be galvanized or shall be made of magnesium - aluminium alloy. Self-tapping screws shall not be used.
- VIII. Ducts shall be fabricated at site or factory fabricated and shall be generally as per IS: 655 "Specifications for metal air ducts", unless otherwise deviated in these General Specifications
- IX. The interior surfaces of the ducting shall be smooth.
- X. All the ducts up to 600 mm longest side shall be cross broken between flanges by a single continuous breaking. Ducts of size 600 mm and above shall be cross broken by single continuous breaking between flanges and bracings. Alternatively, beading at 300 mm centre for ducts up to 600 mm longest side, and 300 mm centre for ducts above 600 mm size shall be provided for stiffening.
- XI. As far as possible, long radius elbows and gradual changes in shape shall be used to maintain uniform velocity accompanied by decreased turbulence, lower resistance and minimum noise. The ratio of the size of the duct to the radius of the elbow shall be normally not less than 1:1.5.
- XII. Flanged joints shall be used at intervals not exceeding 2500 mm. Flanges shall be welded at corners first and then riveted to the duct.
- XIII. Stiffening angles shall be fixed to the sides of the ducts by riveting at 1.25 meters from joints for ducts of size 600 mm to 1500 mm, and 0.6 m from joints for ducts of size larger than 1500 mm. Bracings for ducts larger than 1500 mm can alternatively be by diagonal angles.

Air Outlet and Inlets (Supply and Return)

- I. All air outlets and intakes shall be made of extruded aluminium sections & shall present a neat appearance and shall be rigid with mechanical joints.

- II. Square and rectangular wall outlets shall have a flanged frame with the outside edges returned or curved 5 to 7 mm and fitted with a suitable flexible gasket between the concealed face of the flanges and the finished wall face. The core of supply air register shall have adjustable front louvers parallel to the longer side to give up to 22.5 degrees vertical deflection and adjustable back louvers parallel to the shorter side to achieve a horizontal spread air pattern to at least 45 degrees. Return air grilles shall have only front louvers. The outer framework of the grilles shall be made of not less than 1.0 mm thick aluminium sheet. The louvers shall be of aerofoil design of extruded aluminium section with minimum thickness of 0.8mm at front and shall be made of 0.8mm thick aluminium sheet. Louvers shall be spaced 18 mm apart.
- III. square and rectangular ceiling outlets/intakes shall have a flange flush with the ceiling into which it is fitted or shall be of anti-smudge type. The outlets shall comprise an outer shell with duct collar and removable diffusing assembly. These shall be suitable for discharge in one or more directions as required. The outer shell shall not be less than 1.0 mm thick extruded section aluminium sheet. The diffuser assembly shall not be less than 0.80 mm thick extruded aluminium section
- IV. Circular ceiling outlets/intakes shall have either flush or anti smudge outer cone as specified in the tender specifications. Flush outer cones shall have the lower edge of the cone not more than 5 mm below the underside of the finished ceiling into which it is fitted. Anti-smudge cones shall have the outer cone profile designed to reduce dirt deposit 104 on the ceiling adjacent to the air outlet. The metal sheet used for construction of these shall be minimum 1.0 mm thick extruded aluminium sheet.
- V. Linear diffusers shall have a flanged frame with the outside edges returned 3.5 mm and shall have one to four slots as required. The air quantity through each slot shall be adjustable. The metal sheet used for the construction of these shall be minimum 1.0 mm thick extruded aluminium sheet.
- VI. Grilles and diffusers constructed of extruded aluminium sections shall have grille bars set straight or deflected as required. These shall be assembled by mechanical interlocking of components to prevent distortion. These grilles and diffusers shall have a rear set of adjustable blades, perpendicular to the face blades for deflection purposes.
- VII. All supply air outlets shall be fitted with a volume control device, made of extruded aluminium gate section. The blades of the device shall be mill finish/ block shade pivoted on nylon brushes to avoid rusting & rattling noise, which shall be located immediately behind the outlet and shall be fully adjustable from within the occupied space without removing any access panel. The volume control device for circular outlets shall be opposed blade radial /shutter type dampers, or two or more butterfly dampers in conjunction with equalizing grid. Opposed blade dampers

shall be used for square and rectangular ceiling/wall outlets and intakes.

BALANCING

Air systems shall be balanced in a manner to minimize throttling losses. The entire air distribution system shall be balanced with the help of an anemometer. The measured air quantities at fan discharge and at the various outlets shall be within ± 5 percent of those specified/quoted.

MODE of MEASUREMENT

The following measurement code shall apply to the Contract:

A. Sheet Metal work:

- i) Duct measurements (for insulated ducts) shall be taken before application of insulation. The final finished sheet area shall be measured in sq. mtrs only. Duct work shall be measured section wise on the basis of external surface area by multiplying the axial length from flange face to flange face for each section by the corresponding duct perimeter in the center of that section length.
- ii) Uniformly tapering straight sections shall also be measured as in (ii) above. However, for special pieces like tees, bends etc. area computations for surface areas shall be done as per the shape of such pieces.
- iii) The quoted unit rate for external surfaces of ducts shall include all wastage allowances, flanges, gaskets for joints, vibration isolators, bracings, hangers and supports, inspection chambers/access panels, splitter dampers with quadrants and levers for position indication, turning vanes, straightening vanes, and all other accessories required to complete the duct installation as per the specifications. These accessories shall not be separately measured.
- iv) Grilles and diffusers (except linear diffusers) shall be measured by the cross-sectional areas, perpendicular to the airflow, and excluding the flanges. Volume control dampers, where provided shall not be separately accounted for.
- v) Linear diffusers shall be measured by linear measurements only, and not by cross-sectional areas, and shall exclude flanges for mounting of the linear diffusers. The supply air plenum for linear diffusers shall be measured as described above for ducting.

B. GRILLS

All Grills / Diffusers areas will be measured in terms of effective area (Neck Area). Any Extruded aluminium grill / diffusers having an area less than 0.1 sq.mt shall be accounted as 0.1 sq.mt.

C. Insulation of Duct

This shall be measured on the basis of bare duct surface area i.e.; the area of duct insulation & area of duct shall be same.

1.3. Thermal insulation on ducts:

Supplying and fixing of 13 mm thickness duly laminated aluminium foil of mat finish closed cell XLPE Nitrile rubber (Class "O") insulation with factory laminated Al. PE foil on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape insulation complete as per specifications in the tender Part-I and as required.

1.4. Acoustic lining/insulation on duct plenum:

Supply and installation of minimum 12 mm thickness Open Cell Nitrile rubber foam insulation duct acoustic lining of supply/ventilation air duct with density 140-180 kg/m³ and material thermal conductivity not exceeding 0.047 W/mK. The material should confirm to class 1 rating for surface spread of flame. Insulation should have antimicrobial product protection.

CONTRACTORS RATE TO INCLUDE

Apart from other factors mentioned elsewhere in this contract, the rates for the above shall include for the following:

- i. All labour, materials, tools and construction equipment required for fabricating and fixing of above stated items.
- ii. Scaffolding including erection and removal.
- iii. Making good of all damaged civil work, if any.
- iv. Necessary modification of pre-laid conduit including supply & fixing of Metal/ PVC conduits and accessories, chase cutting, etc. as required to complete the work.
- v. Regular clearing of debris generated out of this work as agreed with 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 clearance 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.
- vi. Any liaising work with local electrical distribution authority for commissioning of the work shall be carried out by the contractor at his own expense and any amount payable to any Government authority/electrical authority related to the tendered work shall be reimbursed to the contractor on submission of original receipt/fee paid by the contractor.

Section - VII

APPENDIX HEREIN REFERRED

1.	Defects Liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10th day from the date of work order
4.	Period of completion	8 weeks from the 10th day from the date of work order
5.	Liquidated Damages	0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Retention Percentage	5% of value of work
7.	Period of honoring final payment	3 months from the date of joint measurement
8.	Interest for delayed payment	3 percent per annum

Signature of Contractor

Name and Stamp of the firm

Section - VIII

Work Name: Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru

CHECK LIST

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Tender Validity	90 days from the date of opening Part I.	
2.	Prices	Shall remain firm for the entire period of contract.	
3.	Completion period	8 weeks from the tenth day of issue of work order.	
4.	Liquidated damages for delay in completion of work	0.25% of the contract value per week subject to maximum of 10% of contract value.	
5.	Defect Liability Period	One year after the date of virtual completion.	
6	Terms of payment	As per tender terms and conditions	
7	Insurance	Shall include for 1. Storage, erection, testing and commissioning policy for the total amount of contract. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions Shall be maintained till completion of Defect Liability Period of the contract.	

Date:
Place:

Signature of the contractor
Name and Stamp of the firm

Section - IX

List of Approved Makes

The make of items shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

Sr.No	Item Description	Approved make
1.	GI Sheets	TATA/JINDAL/SAIL
2.	Insulation material	Armacell /K-flex/A-flex/U.P.Twiga/Owen Carning/Thermo Break/or equivalent
3.	Supply/Return Air grills/diffusers	Dynacraft/Airmaster/Cosmos/Synchro/Caryaie/or equivalent
4.	Dampers	Dynacraft/Airmaster/Cosmos/Synchro/Caryaie/or equivalent

If material Make are different from what mentioned above, as Bank's approved Make, then Contractor needs to get it approved from the Bank, prior to use. I/We hereby declare that I/we have read and understood the above specifications.

Date:

Place:

Signature and seal of the contractor

Section – X

Articles of Agreement

(To be submitted on stamp paper on award of work)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of getting the work for providing of 'Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru' and has caused specifications describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out provision of Electrical Rewiring & Electrical fittings Replacement Work in Connection with Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru, to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work from tenth day after the day of issue of formal works order as provided for in the said Conditions, and to complete the entire work within 8 weeks, subject nevertheless to the provisions for extension of time.
9. All payments by the Bank under this Contract will be made only at Bengaluru.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.
11. The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipments etc., which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will 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 will 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 will be entitled to claim damages and pursue legal remedies.
12. The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the

Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

13. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.
14. All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
15. The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against
 - a) Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.
 - b) Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.
 - c) Any claim due to non-compliance of applicable PF / Labour laws, ESI. regulations etc.

16. The contractor shall take necessary insurance covers (i.e., Workmen Compensation Policy, CAR Policy, Third Party Liability) with Reserve Bank of India as the first name, at their cost, before commencement of the work.
17. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.
18. The contractor shall ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workers from containment area or under quarantine should not be deployed for work. Further, the contractor should closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found 'Covid' infected, action must be taken to replace the staff at once. Staff should be sensitized to follow strict social distancing norms while they remain deployed. The contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of his failure, fault or negligence in complying-with the above instructions.
19. The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
20. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said

two duplicates hereof to be executed on its behalf,
the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri

(Name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY If the part is a partnership firm or any individual
..... should be signed by all or on behalf of all the
1)..... partners.

Address

.....

.....

.....

2)

..... If the Contractor signs under its common Seal the
signature clause should tally with their sealing clause
in the Articles of Associations.

Address

.....

.....
.....

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the
resolutions passed

By its Board of Directors at the meeting
held on

.....
.....
.....

In the presence of

(1)

.....

(2)

.....

Directors who have signed these
presents in taken thereof in the
presence of

(1)
.....

(2)
.....

SIGNED AND DELIVERED BY the
Contractor by the hand Of

Shri
and duly constituted attorney.

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

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

Section XI

Undertaking Regarding Debarment

(To be submitted by the tenderer in their letterhead)

Name of Work: **Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru**

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

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

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

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

2. I/We, (Name of the bidder) declare that I/we or our allied firm *..... (Name of the allied firm(s) is/are debarred/ suspended/ blacklisted by (Name and address of public institution in India or any other country) and the same effective up to(date).

A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date:

Place:

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

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

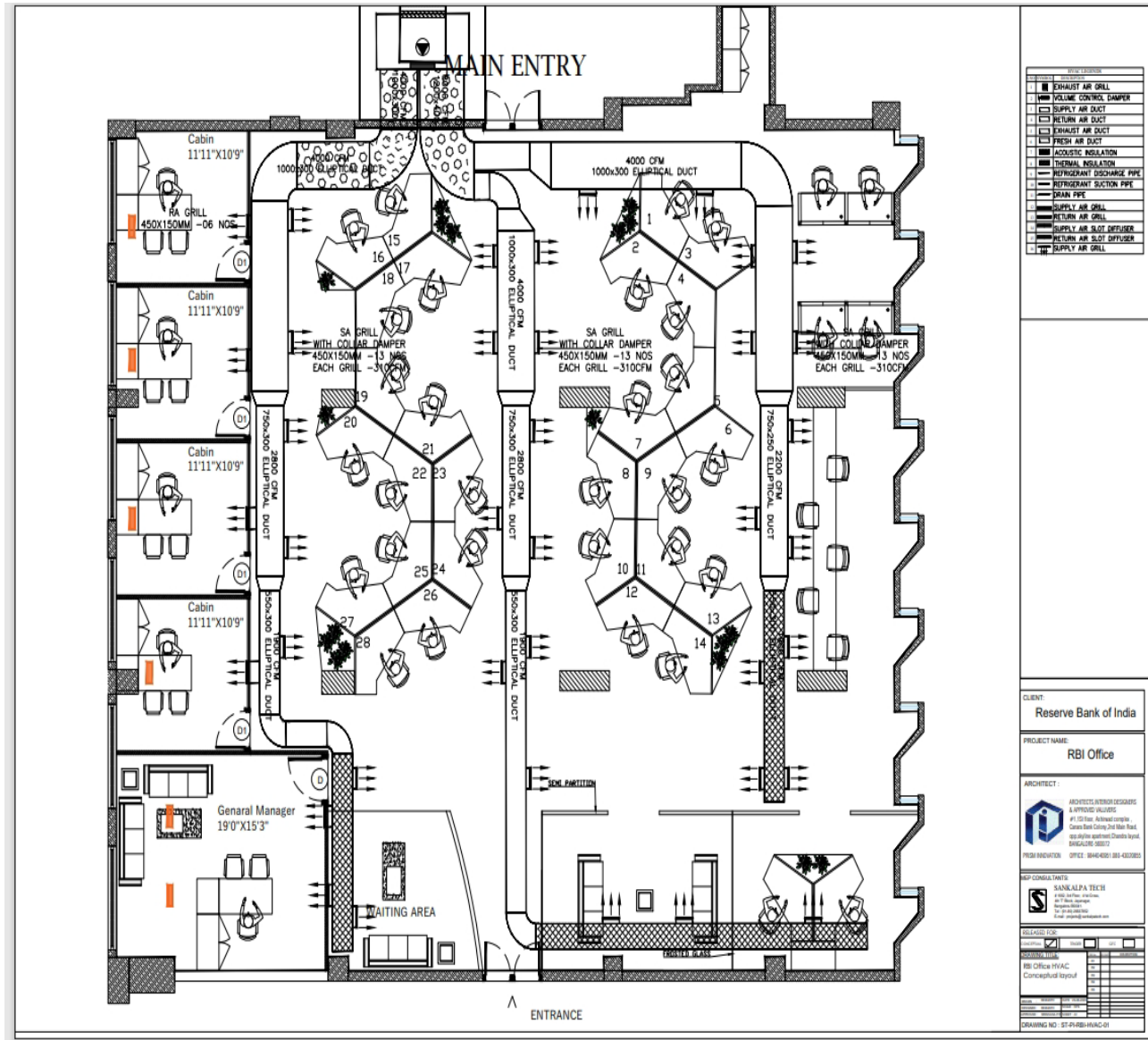
Section XII

Unpriced Bill of Quantities

SI No.	Description	Qty	Unit
1	Supply, installation, balancing and commissioning of factory fabricated GSS sheet metal Oval (Elliptical) ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, G.I. angle support with suspended rods, grouted in ceiling hangers, supports etc. as per approved drawings and specifications of following sheet thickness complete as per IS 655 along with latest amendments for connecting the existing AHU as HVAC Ducting distribution as directed and as per specifications in the tender Part-I. Also cost shall include area of rectangular plenum and two coats of spray painting of approved colour.		
1.1	Thickness 0.8 mm (22 Gauge)	110	Sqm
1.2	Thickness 0.63 mm (24 Gauge)	90	Sqm
2	Duct Insulation		
2.1	Thermal-Insulation: Supplying and fixing of 13 mm thickness duly laminated Aluminium foil of mat finish closed cell XLPE Nitrile rubber (Class "O") insulation with factory laminated Al. PE foil on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape insulation complete as per specifications in the tender Part-I and as required.	20	Sqm
2.2	Acoustic-insulation: Supply and installation of minimum 12 mm thickness Open Cell Nitrile rubber foam insulation duct acoustic lining of supply/ventilation air duct with density 140-180 kg/m ³ and material thermal conductivity not exceeding 0.047 W/mK. The material should confirm to class 1 rating for surface spread of flame. Insulation should have antimicrobial product protection.	80	Sqm
3	Supplying, installing and testing of single louvered powder coated supply air aluminium grill of size 450*150mm with collar damper .	39	Nos.
4	Supplying, installing and testing of powder coated return air aluminium linear grill of required sizes.	5	Sqm
5	Supply, installation, testing and balancing of opposed blade volume control dampers shall be of Galvanized iron construction with louver dampers of robust construction and tightly fitted. The sheet thickness of blade shall be 0.8 mm and of the frame shall be 1.0 mm. Dampers shall be provided with suitable links, levers and quadrants as required for their proper operation; control or setting devices.	3	Nos.
6	Supplying installing and testing flexible connections constructed of fire resistant flexible double canvas sleeve	1	Sqm
7	Charges for removal of existing ducting along with all accessories	1	Lumpsum
8	Buyback for taking away the old removed ducts along with all accessories.	1	Lumpsum

Section XIII

HVAC Layout



Annexure-A

UNDERTAKING

Regarding site visit by the tenderer in order to understand the work

To,

The Regional Director
Estate Department
Reserve Bank of India
Bengaluru

Sir/Madam,

Name of Work: Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system.

Date:

Place:

Signature
(Name and address of the company with Company Seal)

Annexure- B

**Proforma for Indemnifying the Employer Against Non-Compliance to Contract Labour
Rules/Regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Estate Department
Reserve Bank of India
Bengaluru

Sir/Madam,

Name of Work: Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of
HRMD, 3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru

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

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

Yours faithfully,

For Authorized signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annexure - C

Schedule of Deviations

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

Sr. No.	Section No.	Clause No.	Deviation proposed
1			

Seal & Signature of company

Name:

Designation:

Place:

Date:



**RESERVE BANK OF INDIA
Estate Department
Bengaluru**

**e-Tender
for**

**Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD,
3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru**

Name of Tenderer: _____

Address: _____

Schedule of Quantities/ Part II - Price Bid

	ACTIVITY	DATE
1	Date of availability of Tender in RBI Website and Central Public Procurement Portal (CPPP)	October 06, 2026; 05:30 PM onwards
2	Bid Start Date	October 16, 2026; 11:00 AM onwards
3	Due date for submission of Tender	October 26, 2026; till 11:00 AM
4	Date of opening of Tender	October 27, 2026; 11:00 AM onwards

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RESERVE BANK OF INDIA
Estate Department
Bengaluru

Bill of Quantities

(Rates exclusive of GST shall be quoted)

**Design, Supply, Installation, Testing and Commissioning of HVAC ducting works of HRMD,
3rd floor, at Bank's Main Office Building, Reserve Bank of India, Bengaluru**

BOQ					
SI No.	Description	Quantity	Unit	Rate (exclusive of GST)	Total Amount (inclusive of GST)
1	Supply, installation, balancing and commissioning of factory fabricated GSS sheet metal Oval (Elliptical) ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, G.I. angle support with suspended rods, grouted in ceiling hangers, supports etc. as per approved drawings and specifications of following sheet thickness complete as per IS 655 along with latest amendments for connecting the existing AHU as HVAC Ducting distribution as directed and as per specifications in the tender Part-I. Also cost shall include area of rectangular plenum and two coats of spray painting of approved colour.				
1.1	Thickness 0.8 mm (22 Gauge)	110	Sqm	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes. s
1.2	Thickness 0.63 mm (24 Gauge)	90	Sqm	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.

2	Duct Insulation				
2.1	Thermal-Insulation: Supplying and fixing of 13 mm thickness duly laminated aluminium foil of mat finish closed cell XLPE Nitrile rubber (Class "O") insulation with factory laminated Al. PE foil on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape insulation complete as per specifications in the tender Part-I and as required.	20	Sqm	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
2.2	Acoustic-insulation: Supply and installation of minimum 12 mm thickness Open Cell Nitrile rubber foam insulation duct acoustic lining of supply/ventilation air duct with density 140-180 kg/m ³ and material thermal conductivity not exceeding 0.047 W/mK. The material should confirm to class 1 rating for surface spread of flame. Insulation should have antimicrobial product protection.	80	Sqm	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
3	Supplying, installing and testing of single louvered powder coated supply air aluminium grill of size 450*150mm with collar damper .	39	Nos.	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
4	Supplying, installing and testing of powder coated return air aluminium linear grill of required sizes.	5	Sqm	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
5	Supply, installation, testing and balancing of opposed blade volume control dampers shall be of Galvanized iron construction with louver dampers of robust construction and tightly fitted. The sheet thickness of blade shall be 0.8 mm and of the frame shall be 1.0 mm. Dampers shall be provided with suitable links, levers and quadrants as required for their proper operation; control or setting devices.	3	Nos.	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
6	Supplying installing and testing flexible connections constructed of fire resistant flexible double canvas sleeve.	1	Sqm	Rate to be quoted in Price	System will automatically calculate the

				Bid (Part – II) sheet separately on CPP Portal	total amount by including applicable taxes.
7	Charges for removal of existing ducting along with all accessories.	1	Lumpsum	Rate to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount by including applicable taxes.
8	Sub Total				System will automatically calculate the total amount by including applicable taxes.
9	GST				
10	Total				
11	Buyback for taking away the old removed ducts along with all accessories. (Rate inclusive of GST)	1	Lumpsum	Rate (inclusive of GST) to be quoted in Price Bid (Part – II) sheet separately on CPP Portal	System will automatically calculate the total amount.