



भारतीय रिज़र्व बैंक RESERVE BANK OF INDIA  
संपदा विभाग ESTATE DEPARTMENT  
चेन्नै CHENNAI

भारतीय रिज़र्व बैंक, चेन्नै के पीएच रोड और अन्ना नगर आवासीय क्वार्टरों और मुख्य कार्यालय परिसर में पांच बूम बैरियर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग  
Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai

ई निविदा सं e-Tender no	RBI/Chennai Regional office/Estate/9/23-24/ET/187 [SITCofFiveNosofBoombarrier]
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**भाग I / Part I**

निविदाकर्ता का नाम Name of the tenderer \_\_\_\_\_

पता Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

संपर्क सं और ईमेल आईडी  
Contact No. & Email Id. \_\_\_\_\_

**प्री-क्वालिफिकेशन पेपर जमा करने की नियत तारीख : दिसंबर 05, 2023 शाम 05:00 बजे**  
**Due date for submission of Pre-Qualification Papers: December 05, 2023 05:00 PM**

**बोली-पूर्व बैठक की तारीख :दिसंबर 19, 2023 को प्रातः 11.00 बजे**  
**Date of Pre-bid Meeting: 11.00 am on December 19, 2023**

**निविदा जमा करने की नियत तारीख : जनवरी 02, 2024 को सुबह 11 00.बजे**  
**Due date of submission of tender: 11.00 am on January 02, 2024**

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b.कार्य का नाम	भारतीय रिज़र्व बैंक, चेन्नै के पीएच रोड और अन्ना नगर आवासीय क्वार्टरों और मुख्य कार्यालय परिसर में पांच बूम बैरियर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग
c. निविदा का प्रकार	ई-प्रोक्यूरमेंट प्रणाली ( <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> के माध्यम से ऑनलाइन भाग1-तकनीकी-वाणिज्यिक बोली और भाग-2 मूल्य बोली) निविदा दस्तावेज में ई-निविदा के लिए दिशा-निर्देश दिए गए हैं।
d. कार्य की अनुमानित लागत	<b>₹13.16 लाख (जीएसटी सहित)</b>
e. पार्टियों को डाउनलोड करने के लिए एनआईटी की उपलब्धता तारीख	<b>नवंबर 14, 2023 को 17:00 बजे से</b>
f.पी क्यू प्रस्तुत करने की अंतिम तारीख	<b>दिसंबर 05, 2023 को 17:00 बजे</b>
g.बोली-पूर्व बैठक	<b>दिसंबर 19, 2023 को 11:00 बजे ऑफलाइन (स्थान: भारतीय रिज़र्व बैंक, संपदा विभाग, दूसरी मंजिल, राजाजी सालै, फोर्ट ग्लासिस, चेन्नै 600 001</b>
h. <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> में तकनीकी-वाणिज्यिक बोली और कीमत बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	<b>दिसंबर 23, 2023 को 11:00 बजे से</b>
i. बयाना जमा राशि	प्रत्येक बोलीकर्ता से <b>₹ 26,320/-</b>
j. ईएमडी प्रस्तुत करने की अंतिम तारीख	<b>जनवरी 02, 2024 को 11:00 बजे</b>
k. तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की तारीख	<b>जनवरी 02, 2024 को 11:00 बजे</b>
l. निविदा खोलने की तारीख और समय	<b>जनवरी 02, 2024 को 16:00 बजे</b> को निविदा का भाग-I (तकनीकी-वाणिज्यिक बोली) खोला जाएगा। भाग II (मूल्य बोली) उसके बाद के तारीख में खोला जाएगा जिसकी सूचना बोलीकर्ता को दी जाएगी।
m. लेन-देन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पैमेंट गेटवे/एनईएफटी/आरटीजीएस

n. निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक के संपर्क विवरण	<p>1. श्री नितिन जे सेबास्टियन सहायक प्रबंधक – इलैक्ट्रिकल - फोन नंबर 9995054991 (तकनीकी प्रश्नों के लिए :मेल आईडी -(<a href="mailto:nithinjsebastian@rbi.org.in">nithinjsebastian@rbi.org.in</a>)</p> <p>2. श्री हर्षल दीपक पाटिल ( सहायक प्रबंधक), संपदा विभाग 044-2539 9088 (<a href="mailto:harshalpatil@rbi.org.in">harshalpatil@rbi.org.in</a>)</p> <p>3. श्री मुत्तु मारी एम (सहायक), नंबर 044- 2561 9088, (ई-निविदा प्रश्नों के लिए) - मेल आईडी: <a href="mailto:muthumarim@rbi.org.in">muthumarim@rbi.org.in</a></p>
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### Important Information

a. E-tender No.	<b>आरबीआई/एस्टेट/चेन्नई क्षेत्रीय कार्यालय/9-23/ईटी/24187[SITCofFiveNosofBoombarrrier]</b>
b. Name of work	<b>Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai</b>
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) Guidelines for e-tender has been provided in tender document
d. Estimated cost of the work	<b>Rs. 13.16 Lakh (inclusive of GST)</b>
e. Date of NIT available to parties to download	<b>17:00 Hrs. on November 14, 2023 onwards</b>
f. Last date of submission of Prequalification (PQ) papers	<b>17:00 Hrs. on December 05, 2023</b>
g. Pre-Bid Meeting	<b>Offline at 11:00 Hrs. on December 19, 2023 (Venue: Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001).</b>
h. Earnest Money Deposit	<b>₹ 26,320/- from each bidder.</b>
i. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>	<b>11:00 Hrs. on December 23, 2023 onwards.</b>
j. Last date of submission of EMD.	<b>11:00 Hrs. on January 02, 2024</b>
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>11:00 Hrs. on January 02, 2024</b>
l. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at <b>16:00 Hrs on January 02, 2024</b> . Part II (Price Bid) shall be opened on a later date which shall be intimated to the qualified bidders.
m. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

n. Contact details of tender inviting authority personnel.

1. Shri. Nithin J Sebastian (AM- Elect), M. No 9995054991 (for technical queries)- mail ID: [nithinjsebastian@rbi.org.in](mailto:nithinjsebastian@rbi.org.in) .

2. Shri. Harshal Patil, AM, No. 044- 2539 9088, (for e-tender queries) - mail ID: [harshalpatil@rbi.org.in](mailto:harshalpatil@rbi.org.in)

3. Shri. Muthu Mari M, Assistant, No. 044- 2539 9088, (for e-tender queries) - mail ID: [muthumarim@rbi.org.in](mailto:muthumarim@rbi.org.in)

## अनुलग्नक I : ई-प्रोक्यूरमेंट के लिए महत्वपूर्ण अनुदेश/ Annexure I : Important Instructions for E – Procurement

Bidders are requested to read and understand the terms & conditions of this tender before submitting their online tender.

### **Process of e-tender:**

**Registration:** It is notified that the current version of MSTC V2 Portal has been upgraded to MSTC V3 Portal with effective from September 1, 2023. Consequently, the V2 portal will no longer be available and the upcoming tenders will be floated only through MSTC's V3 portal. To take part in e-tenders that are published by the Bank, **vendors should register themselves on the MSTC V3 portal, [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)**. Vendors are advised to keep checking the latest guidelines from the website to keep themselves updated. Vendors may also contact the Helpdesk to seek clarification on any point.

The process involves vendor's common registration with MSTC e-procurement portal. Only after registration, the vendor(s) can submit his / her / their bids electronically. Electronic Bidding for submission of the e-tender will be done over the internet. Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**Special Note:** The tender must be submitted on-line through [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

Vendors will receive a system generated registration acknowledgement mail confirming their registration on their registered mail id which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender

### **Contact Persons (RBI - During Office Hours only):**

1. Shri. Nithin J Sebastian (Assistant Manager – Electrical, Estate Department)  
044- 2561 9847/ ([nithinjsebastian@rbi.org.in](mailto:nithinjsebastian@rbi.org.in))
2. Shri. Harshal Patel (Assistant Manager, Estate Department)  
044-2539 9088/ ([harshalpatil@rbi.org.in](mailto:harshalpatil@rbi.org.in))
3. Shri. Muthu Mari M (Assistant)  
044- 2561 9088 ([muthumarim@rbi.org.in](mailto:muthumarim@rbi.org.in))

### **Contact Persons (MSTC Ltd – During Office Hours only):**

1. Shri. Shanmugam - 9176397264  
Email id: [nshanmugam@mstcindia.co.in](mailto:nshanmugam@mstcindia.co.in)
2. Shri. J Damodaran– 9841002253  
Email id: [jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in)
3. MSTC Help Line:9499054101/2/3/4.  
Email id: [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)

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

**Special Note towards Transaction fee:**

The vendors shall pay the transaction fee in the portal by selecting the particular tender in the vendor login. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

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

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

**Bidding in e-tender:**

**a) Earnest Money Deposit** for a sum of **Rs. 26,320/- (Rupees twenty six thousand three hundred and twenty only)** shall be remitted to Bank Account of Reserve Bank of India on or before **11.00 Hrs on January 02, 2024**. "EMD – Estate Dept" shall be given as remarks while remitting EMD.

The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name: RBI CHENNAI**  
**IFSC: RBIS0CNPA01**  
**Account No: 186003001**

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in).

EMD shall also be submitted in the form of Bank Guarantee (**Annexure III**) at Estate Department, Reserve Bank of India, Chennai - 600001. A tender which is not accompanied by such EMD will not be considered.



No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)
- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded at the time of tender submission. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right

to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

**NOTE: Vendors are requested to read the vendor guide in the page [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) to familiarize themselves with the system before bidding**

**Vendors are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.**

**Important Note**

**In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender will be implemented.**

## Section I

### Commercial Terms and Conditions

#### Form of Tender

The Regional Director  
Reserve Bank of India  
Estate Department  
Chennai

Dear 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	:	Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai
(b)	Estimated cost	:	Rs. 13.16 Lakh
(c)	Earnest Money	:	Rs. 26,320/-
(d)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	60 days
(e)	Percentage to be deducted from bills	:	5% towards Retention Money Deposit (RMD)

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing
3. We have deposited a sum of ₹26,320/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. Should this tender be accepted, we hereby agree to abide by and fulfil 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.

5. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
6. The Tender is submitted in two parts in e-tender form. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.
7. The list showing the particulars and the names of manufacturers of specified item are enclosed.
8. The details of our bankers are

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and Email Id
1	2	3	4	5

We are enclosing herewith list of our clients with complete details as per the Bank's proforma (Annexure - I).

Name of the partner of the firm authorized to sign (or)  
Name of person having power of Attorney to sign the contract (Certified true copy of the Power of Attorney should be attached).

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

## Section II

### General instructions to tenderer(s) & special conditions

#### **Part I - Commercial Conditions**

Only those contractors who have minimum 5 years' experience in the field of undertaking similar works viz SITC of electromechanical Boom Barriers and associated works for the office buildings/commercial premises/industrial houses (Works completed on or before October 31, 2018)

**AND**

have executed similar works (SITC of electromechanical Boom Barriers) successfully, during the last 5 years (works completed on or after October 31, 2018), individually costing as under:

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

**OR**

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

**OR**

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

**AND**

(d) Have a minimum yearly turnover of 100% of estimated cost during the last 3 years supported by audited financial statements.

**AND**

(e) Have a service set up in Chennai for rendering after sales service.

**Tenderers should submit the following documents in respect of their eligibility:**

**Documents to be sent for Pre-Qualification criteria (on or before December 05, 2023 05:00 PM):**

- i. Copies of detailed work order having date of work order **on or before** October 31, 2018 for the proof of 5 years' experience in the field of work. As proof for similar works executed (qualifying works), copies of detailed work order (issued **after** October 31, 2018) indicating scope and value of works supported with client certificate/completion certificate indicating the value of completed work, date of completion, client's remark about the quality of work executed etc as per Annexure II. The work orders for the purpose of eligibility should be on the name of the participating firm only.
- ii. Client certificate obtained from the clients in prescribed format as per Annexure 'II' for qualifying works and **proof for TDS in case the client is private firm.**
- iii. List of completed works with all the details as per the proforma

- iv. Audited financial statement for turnover for last 3 years
- v. Banker's/ Solvency Certificate as per Annexure – 'VI'
- vi. Details of service setup with proof for existence of service set up - In the format of Annexure 'VII'

Only tenderers who qualify as above will be eligible to participate in the tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection. The Pre-Qualification papers super scribed as **“Pre-Qualification documents for Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank’s Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai”** addressed to Smt. Uma Sankar, Regional Director, Reserve Bank of India, shall be submitted to AGM (Admin) Estate Department, 16, Rajaji Salai, Chennai – 600 001 latest by **December 05, 2023 05:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ document may be forwarded to mail id: estatechennai@rbi.org.in latest by **December 05, 2023 05:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or before **December 07, 2023 11:00 AM**.

1. **Pre-bid meeting:** - A pre-bid meeting of the eligible bidder (who meets the PQ criteria) will be held on at **11:00 AM on December 19, 2023** at Reserve Bank of India, Chennai to discuss/ clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents.
2. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
3. A tender submitted by a firm who is found to be not submitting the above details will be liable to be rejected.
4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. Part I (Techno-Commercial Bid) of the tender shall be opened at **16:00 Hrs on January 02, 2024**. Part II (Price Bid) shall be opened on a later date which shall be intimated to the qualified bidders.

**Documents to be uploaded in MSTC along with Part-1 of the tender:**

- i. Details of Bankers as per Annexure 'VIII'
- ii. Copy of Power of Attorney as per Annexure 'IX'
- iii. Any other information relevant to the proposed work
- iv. Scanned copy of Part I of the tender document (Duly filled, Signed and stamped) and minutes of prebid meeting (if any) (Signed and stamped) need to be uploaded on MSTC site
- v. Declaration regarding country of origin as per Annexure X
- vi. NEFT Mandate as per Annexure XI
- vii. Escalation Matrix as per Annexure XII

5. 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 therefore. 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).
6. **Earnest Money:** - The tenderers shall pay as Earnest Money a sum of **Rs.26,320/-** (Rupees Twenty six thousand three hundred twenty only) by a demand draft or Bank Guarantee in a form (Annexure-III) valid for 6 months, acceptable to the Bank in favour of Reserve Bank of India, Chennai drawn on a scheduled bank along with Part I of the tender or through NEFT by **11:00 am on January 02, 2024**. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work.
7. **Validity of tender:** - The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
8. The rates quoted shall be inclusive of all duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed 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. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.
9. **Completion of work:** - The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **60 days** from the 10<sup>th</sup> date of issue of work order.
10. **Damages for non-completion on time:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of **0.25 %** of the contract amount per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.
11. **Service set-up:** - The tenderers shall indicate details of the service centre at Chennai/ the staff strength, contact numbers and the availability of spares for the system as per enclosed Annexure-VII.
12. **Warranty/Defect Liability Period (DLP) and Annual Comprehensive Maintenance Service contract:**
  - a. The equipment supplied shall be warranted against all types of defects for a period of one year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at Quarterly interval (Once in 3 months) during this period.

- b. The tenderers shall also quote their charges separately for comprehensive annual maintenance service (AMC) after the expiry of the one year warranty period. During the comprehensive annual maintenance service contract period, the servicing shall be carried out at Quarterly interval (Once in 3 months) in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year warranty period. Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports. The AMC shall be for minimum period of 4 years from expiry of DLP.
- c. The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. Any damage in the system by the external entities shall not be covered under AMC and shall be paid separately by the Bank for such repairs.
- d. During the warranty period or the comprehensive annual maintenance service period, any fault in the system shall be rectified within 48 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 250/- per day per boom barrier subject to a maximum of 10% of AMC per boom barrier in a year if the boom barrier is not rectified within 48 hours after lodging the complaint by email/ phone/ any other means.
- e. The service contract shall be renewed for a further additional period of at least 3 years after the initial annual service contact period of one year after one year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

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

### 13. Evaluation of tenders:

Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system (A) and taking into account the effect of rates quoted for comprehensive Annual Maintenance service contract charges (AMC) for a period of 4 years after the expiry of one year defect liability period minus rebate.



Net Owning cost shall be the total of Capital Cost of the System and the NPV of comprehensive annual maintenance Service contract charges for the period of 4 years after 1 year defect liability period.

NPV Factor will be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and a discount rate of 8%.

**Net Owning Cost of System = Capital Cost (C) + AMC Charges (F) x MF – Rebate (G)**

(MF is the NPV factor for 5 years (1yr warranty + 4 year AMC) = **3.35361**)

**Minimum Base Rate for CAMC:**

**In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Net Owning Cost.**

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

**14. Performance Bank Guarantee (PBG):** - Immediately after award of work, a Bank Guarantee of 5 % of the contract amount valid for 5 years and period of execution of work shall be submitted by the contractor within 9 days from the date of work order for due fulfillment of the terms and obligations of the Contract [period of execution of the work, DLP of 1 year and AMC period of 04 years] as per Annexure IV. Bank has the right to invoke the PBG to compensate any violation of the DLP and AMC terms by the contractor. Any delay in submission of PBG will attract penalty at Bank rate subject to a maximum of 5% of the contract value.

**15. Terms of payment: -**

The following terms of payment, subject to statutory deductions, will apply to the contract:

- (a) 95% of the final measured value of work against supply, installation, testing, commissioning and handing over of the systems to the Bank, submission of test certificate for the supplied machines from Original Equipment Manufacturer(OEM) and submission of PBG as specified in paragraph 14 above.
- (b) 5 % of the final measured value of work after completion of Defect Liability Period(DLP) of one year from date of virtual completion of the work.

**16. Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies **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.

- a. Storage, erection, testing and commissioning policy for the total amount of contract.

- b. Workmen compensation policy.
  - c. Third party liability policy for a total of Rs. 10 lakhs and with a limit of Rs.2 lakh per accident.
17. The payment for the work will be made by RBI, Chennai. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Chennai.
18. The contractors shall upload / enter the technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets).
19. The tenderers shall give the names and postal addresses of their bankers,
20. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them in annexure-I.
21. The tenderers are requested to fill in the enclosed Check list (Section V)) on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's 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
22. **Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.
23. **Agreement:** The successful tenderer shall execute an agreement with the Bank on stamped paper in the format in annexure V enclosed within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract
24. 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 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 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.

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.

**25. 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.

26. 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.

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.

26. The clauses 25 & 26 will be part of agreement during AMC also.

27. Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure X.

If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Signature of the contractor with date \_\_\_\_\_

Place \_\_\_\_\_

Seal of the firm \_\_\_\_\_

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

### Section III

#### The Conditions Hereinbefore Referred To

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

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

h) "The works" Shall mean Supply, Installation, Testing and Commissioning of 5 Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai

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, system configuration drawing and Lay out 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 he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

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

10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his 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 authorised 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 authorised 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 authorisation 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 authorised 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 clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the 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, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect 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 Architect from time to time during currency of the Contract.

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

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

25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer before the commencement of the works.** In default of the contractor, insuring as provided above, the employer may also 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.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof or (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 endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

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

30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given 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 realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the 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 clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 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.

### **37. Employer entitled to cover compensation paid to workman**

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

### **38. Abandonment of works**

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank

shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

**39. Return of surplus materials**

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

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

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

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

Place :

Signature of Tenderer

Date :

Name

Designation

Name & seal of the firm

### **SPECIAL CONDITIONS**

- 1.The workmen will not be allowed to stay within the premises.
- 2.The electric power required for the work can also be similarly 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 Bank's working day.
- 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. Rates quoted by the Tenderers in the "Rate Column" should be excluding GST. GST, multiplying factor etc. will be factored in automatically by the system (which can be viewed by the tenderer while filling rates online) during furnishing of Price Bid to arrive at the Final/Gross Amount. While submitting the bill/invoice, the contractor shall clearly indicate the GST involved in the work value.

**Place:**  
**Date:**  
**Phone No. :**

**Signature of the Tenderer**  
**Name & address**

**APPENDIX HEREIN REFERRED**

1.	Defect Liability Period (DLP)	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	10 <sup>th</sup> day from the date of award letter.
4.	Period of completion	60 days from the 10 <sup>th</sup> day of issue of work order
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract amount per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Installment after virtual completion	100% of Earnest money deposit shall be released
8.	Interest for delayed payment	3 percent per annum

Signature of Contractor

## Section IV

### Scope of work and Technical Specifications

Bank requires to install electromechanical boom barrier having push buttons for the operation of the boom. The Boom barrier will be of Electro-mechanical type with Protection Grade IP-54. It must have all standard protection like IR sensors etc. The work includes all civil related work like cutting of cemented road, laying the pipes for wires, removal of debris, other unwanted items and old boom barriers from the site. The electricity supply will be provided by the Bank at nearest point.

- a. Material : Elliptical white painted Aluminium boom
- b. Housing : The control unit shall be housed in weatherproof IP-54 protection
- c. Operation: Smooth operation without bounce / jerk at end positions
- d. Motor : DC motor for intensive use
- e. Control : Standalone with push buttons
- f. Sensor : Optical beam sensor to detect presence of vehicles and inversion of boom movement
- g. Reflective stickers and LED strips : Red colour reflective stickers and LED strips to be provided on the boom of visibility at night.
- h. Barrier should have the provision to operate in manual mode by releasing the boom lock with key mechanism and shall be working without electrical power.

#### Approved makes of boom barriers

**FAAC, CAME, DORMAKABA or equivalent make approved by the Bank.**

Type of boom	Offered Make	Offered Model
4 Mtr Boom Barrier		
5 Mtr Boom Barrier		

**The detailed Technical specifications and Brochures of the quoted model shall be uploaded along with tender documents**

Signature of Tenderer

Place:

Date:

## Section-V

### Check List

#### COMMERCIAL CONDITIONS

(To be up loaded after filling up with signature)

Sr. No.	Description	Bank's Terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity of Tender	90 days	
2.	EMD	Rs. 26,320/- by DD/BG/ NEFT	
3.	Terms of payment	As per commercial conditions para. 15 of Section II	
4.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period	-
5.	Warranty period	12 months from date of handing over.	
6.	Service after sales	Free of cost during the warranty period.	
7.	Completion period	60 days from 10 <sup>th</sup> day of letter of award of work.	
8.	Liquidated damages	0.25% of the contract amount per week of delay subject to maximum of 10% of the contract value.	
9.	Time allowed for rectification	Maximum 48 Hours as per clause 12. (d) of General instructions and special conditions.	
10.	Service facility	Shall be available at Chennai and shall be approachable on telephone/ e-mail / mobile.	
11.	Committed period for system maintenance	At least 5 years from the date of handing over of the installation.	
12.	Penalty clause during AMC period	Rs. 250/- per day per boom barrier subject to a maximum of 10% of AMC per boom barrier in a year if the boom barrier is not rectified within 48 hours after lodging the complaint by email/ phone/ ay other means	

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

Signature of Tenderer

Place:

Date:



**Section - VI**

**Schedule of Technical Deviations if any**  
(To be up loaded after filling up with signature)

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

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

Seal of company

Signature

Name  
Designation

Date

**Annexure I**

**List of Clients**

(To be sent along with Pre-Qualification papers after filling up with signature)

**Details of similar qualifying works executed  
during last 5 years from November 01, 2018 to October 31, 2023**

<b>Sr. No.</b>	<b>Name and address of the firm</b>	<b>No. of units supplied</b>	<b>Value of the work</b>	<b>Whether works completed in time or not (give date of start &amp; date of completion)</b>	<b>Completion period as per work order</b>	<b>Fax /phone number &amp; contact person of the firm</b>

(Attach sheet if required)

Signature of Tenderer:

Date

Place

**All supporting documents (work order, completion certificate, TDS certificate in case of private companies) should be attached for the above mentioned qualifying works.**

(To be sent along with Pre-Qualification papers after getting the same from client)

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by M/s

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

contractor.

- |                                 |  |
|---------------------------------|--|
| a) Technical proficiency        | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| b) Financial soundness          | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| c) Mobilization of adequate T&P | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| d) Mobilization of manpower     | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| e) General behavior             | Outstanding/Very Good/<br>Good/Satisfactory/poor |

Reporting Officer\* with Office seal

**Note:**

\*Reporting Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU

\*Reporting Officer should be of the Rank of General Manager in respect of Private organizations

**(Attach TDS certificate in case of private companies)**

**If this option is chosen, original is to be submitted to the Bank before due date of submission and scanned copy to be uploaded**

**Annexure III**

**Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit**

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

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

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for Supply, Installation, Testing and Commissioning of 5 Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai

and the specifications and terms and conditions enclosed therein.

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

**NOW THIS WITNESSETH:**

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

6 This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.  
(Banker's Name and Seal)

**Bank Manager**  
**(Banker's seal)**

**Proforma of Bank Guarantee for period of execution work, DLP and AMC period**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:  
The Regional Director  
Reserve Bank of India  
Fort Glacis  
Chennai- 600001

Madam

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_ (INR \_\_\_\_ only) furnish able to you by Messrs \_\_\_\_\_ (hereinafter referred to as “the Contractor”) in terms of their contract with you for \_\_\_\_\_ as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_ INR(\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_ (INR\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is



restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address \_\_\_\_\_

**करार की शर्तें Articles of Agreement**

यह करार एक ओर भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, राजाजी साल्लै, चेन्नै जिसका केंद्रीय कार्यालय 001 600 और दूसरी ओर से मैसर्स (कहा गया है "नियोक्ता" जिसे इसके बाद में है 400001 मुंबई----- के बीच (जिसे इसके बाद संविदाकार कहा गया है) ----- को किया गया

ARTICLES OF AGREEMENT made on ----- between the Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600 001, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and ----- (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता भारतीय रिज़र्व बैंक, चेन्नै के पीएच रोड और अन्ना नगर आवासीय क्वार्टरों और मुख्य कार्यालय परिसर में पांच बूम बैरियर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग को दर्शाने वाले विनिर्देशनों और बैंक के इंजीनियर के निदेशों के अंतर्गत किए जाने वाले कार्यों के वर्णन को विभाग द्वारा तैयार किया जाना है।

WHEREAS the Employer is desirous of taking up the work of '**Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai**' and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

और जबकि कथित विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गये हैं।

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

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों) जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें "कहा गया है (के अनुसार उक्त विनिर्देशनों और मात्रा अनुसूची में दर्शाए गए काम को निर्धारित संबंधित दर पर गणना का गई कुल राशि पर या ऐसी अन्य देय राशि पर) इसके बाद इसे" तथाकथित संविदा राशि "कहा जाएगा (कार्य करने के लिए सहमत है।

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

**NOW IT IS HEREBY AGREED AS FOLLOWS:** एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और कथित विनिर्देशनों और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

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

2. नियोक्ता, संविदाकार को कथित संविदा राशि अथवा समय- समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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

3. भारतीय रिज़र्व बैंक कार्य के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान और विभिन्न शर्तों के कार्यान्वयन, संविदा की शर्तों के प्रबंध और प्रत्यक्ष पर्यवेक्षण की व्यवस्था करेगा।

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

4. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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

5. यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे और ठेकेदार किसी भी संशोधन सुझावों के बिना उक्त शर्तों का अनुपालन करने के लिए सहमत है।

The plans, agreement and documents mentioned herein shall form the basis of this Contract and the Contractor agrees to comply with the said conditions without any modification, suggestions in whatsoever manner.

6. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।

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

7. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।

The Contractor shall afford every reasonable facility for the carrying out of all works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।

The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

9. समय को इस अनुबंध का सार माना जाएगा और ठेकेदार साइट सौंपे जाने के तुरंत बाद या उक्त शर्तों में दिए गए प्रारंभ की निर्धारित तिथि से, जो भी बाद में हो, काम शुरू करने और संपूर्ण कार्य पूरा करने के लिए सहमत है। कार्य आदेश के 10वें दिन से 60 दिन के भीतर काम करना, फिर भी पार्टियों द्वारा पारस्परिक रूप से तय किए गए फॉर्म (यानी समझौते के विलेख के माध्यम से या पत्रों/ईमेल के आदान-प्रदान के माध्यम से) में लिखित रूप में समय के विस्तार के अधीन है। इसे प्राप्त करने में विफल रहने पर, कार्य के वास्तविक मूल्य का प्रति सप्ताह 0.25% की दर से परिसमाप्त हर्जाना लगाया जाएगा, जो अनुबंध मूल्य की 10% की सीमा के अधीन होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within 60 days from 10th day of the work order subject nevertheless to the extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties. Failing to achieve this, liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

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

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

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

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।

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

13. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपकरणों आदि के संबंध में मिलने वाली

जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। बैंक की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा।

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.

14. किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और नियोक्ता हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

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.

15. इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

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

16. प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

17. संविदाकार संविदा श्रम) विनियमन और उन्मूलन (अधिनियम 1970 और इसके अंतर्गत बनाए गए सभी नियमों का पालन करेगा और इसके अंतर्गत सभी आवश्यकताओं को पूरा करेगा। संविदाकार किसी एक दिन कार्य पर लगाए जाने वाले अधिकतम मजदूरों की संख्या के बारे में बैंक को बताएगा। इस संख्या में होने वाली वृद्धि को बिना किसी देरी के बैंक को बताया जाए। यदि कार्य के लिए लगाए जाने वाले मजदूरों की संख्या बीस या उससे अधिक होती है तो संविदाकार क्षेत्रीय श्रम आयुक्त से लाइसेंस प्राप्त करेगा। संविदाकार अपने द्वारा काम पर लगाए गए सभी मजदूरों/कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।

The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Bank the maximum number of Laborers to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay, if the number of laborers employed for the job are twenty or more, the contractor shall obtain the license from

the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him.

18. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण (अधिनियम, 2013 के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी। संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

The contractor/ agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its 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 of the complaint.

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

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 the Bank’s employee, if sexual violence by the employee of the contractor is proved.

21. कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

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

22. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

23. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

क. कार्य के निष्पादन से व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न /दौरान होने वाली तीसरी पार्टी के नुकसान/ दावा।

ख. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसानक्षति से उत्पन्न / दावा।

ग. लागू पीएफ़थ्रम कानूनों/, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा।

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

- i) Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.
- ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labor laws, ESI, regulations etc.

24. संविदाकार कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर )अर्थात कामगार क्षतिपूर्ति पॉलिसी, तीसरी पार्टी देयता आदि (अपनी लागत पर लेगा।

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

25. विवाद / विसंगति के मामले में, अंग्रेजी में समझौते के खंड सभी उद्देश्यों के लिए माने जाएंगे।

In case of dispute/discrepancy, the agreement clauses in English will be considered for all purposes.

26. डीएलपी के सफल समापन पर, ठेकेदार सीएएमसी के लिए उद्धृत/अनुमोदित दरों पर बैंक के साथ व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) में प्रवेश करेगा। व्यापक वार्षिक रखरखाव सेवा अनुबंध अवधि के दौरान, किसी भी संख्या में ब्रेकडाउन कॉल के अलावा, तिमाही अंतराल (3 महीने में एक बार) पर सर्विसिंग की जाएगी। ये दरें एक वर्ष की वारंटी अवधि की समाप्ति की तारीख से लागू होंगी। संतोषजनक सेवा प्रदान करने और सेवा रिपोर्ट प्रस्तुत करने पर व्यापक वार्षिक रखरखाव सेवा शुल्क का भुगतान अर्धवार्षिक आधार पर किया जाएगा। एएमसी डीएलपी की समाप्ति से न्यूनतम 4 वर्ष की अवधि के लिए होगी।

व्यापक वार्षिक रखरखाव सेवा के शुल्क में सेवा अनुबंध अवधि के दौरान सभी आवश्यक पुर्जों सहित सिस्टम के किसी भी हिस्से का प्रतिस्थापन शामिल होगा। एएमसी अवधि के भीतर पाए गए सिस्टम/उप-असेंबली में कोई भी दोष, बैंक को बिना किसी अतिरिक्त लागत के निविदाकर्ता द्वारा ठीक/बदल दिया जाएगा। बाहरी संस्थाओं द्वारा सिस्टम में कोई भी क्षति एएमसी के अंतर्गत कवर नहीं की जाएगी और ऐसी मरम्मत के लिए बैंक द्वारा अलग से भुगतान किया जाएगा।

वारंटी अवधि या व्यापक वार्षिक रखरखाव सेवा अवधि के दौरान, सिस्टम में किसी भी खराबी को सिस्टम में खराबी की सूचना मिलने के 48 घंटे के भीतर ठीक किया जाएगा। इसलिए, उद्धृत दरों में निकटतम सर्विस स्टेशन से यात्रा लागत सहित सभी लागतों पर विचार किया जाएगा। यदि ईमेल या फोन या किसी अन्य द्वारा शिकायत दर्ज करने के 48 घंटे के भीतर बूम बैरियर को ठीक नहीं किया जाता है, तो एक वर्ष में प्रति बूम बैरियर पर 250 रुपये प्रति दिन का जुर्माना लगाया जाएगा, जो प्रति बूम बैरियर के अधिकतम 10% एएमसी शुल्क के अधीन होगा।

एक वर्ष की वारंटी के बाद एक वर्ष की प्रारंभिक वार्षिक सेवा संपर्क अवधि के बाद सेवा अनुबंध को कम से कम 3 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। अनुबंध को नवीनीकृत करते समय नई अनुबंध राशि निम्नलिखित सूत्र के आधार पर निकाली जाएगी।

अगले सभी वर्षों के लिए नई अनुबंध राशि निम्नलिखित सूत्र के आधार पर तय की जाएगी।

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P)]x100$	
$A_C$	वर्तमान वर्ष का संविदा मूल्य
$A_P$	पिछले वर्ष का संविदा मूल्य
$EPI_C$	वर्तमान वर्ष के लिए संविदा शुरू होने से छह महीने पहले का इलक्ट्रिकल उत्पादों का थोक कीमत सूचकांक
$EPI_P$	पिछले वर्ष के लिए संविदा शुरू होने से छह महीने पहले का इलक्ट्रिकल उत्पादों का थोक कीमत सूचकांक
$CPI_C$	वर्तमान वर्ष के लिए संविदा शुरू होने से छह महीने पहले का औद्योगिकी कामगारों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत)
$CPI_P$	पिछले वर्ष के लिए संविदा शुरू होने से छह महीने पहले का औद्योगिकी कामगारों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत)

The successful completion of DLP, the contractor shall enter into Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/ approved rates for CAMC. During the comprehensive annual maintenance service contract period, the servicing shall be carried out at Quarterly interval (Once in 3 months) in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year warranty period. Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports. The AMC shall be for minimum period of 4 years from expiry of DLP.

The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. Any damage in the system by the external entities shall not be covered under AMC and shall be paid separately by the Bank for such repairs.

During the warranty period or the comprehensive annual maintenance service period, any fault in the system shall be rectified within 48 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 250/- per day per boom barrier subject to a maximum of 10% of AMC charges per boom barrier in a year if the boom barrier is not rectified within 48 hours after lodging the complaint by email/ phone/ any other means.

The service contract shall be renewed for a further additional period of at least 3 years after the initial annual service contact period of one year after one year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

For all subsequent years the new contract amount will be arrived at based on following formula.



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

मैं हमने संविदाकार के लिए उपर्युक्त अनुदेशों को पढ़ लिया है।/हम घोषणा करते हैं कि मैंने/  
I/We hereby declare that I/We have read and understood the above instructions to the  
contractors.

<p>नियोक्त और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।</p> <p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p> <p>नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।</p> <p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p> <p>हस्ताक्षर खंड Signature Clause भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द SIGNED AND DELIVERED by the Reserve Bank of India by the hand of श्री / Shri</p>	<p>यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो If the contractor is a partnership or an individual.</p> <p>यदि संविदाकार एक कंपनी है तो If the contractor is a company.</p>
--	--

(नाम एवं पदनाम (/ *Name and designation*)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence  
of  
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence  
of  
(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

THE COMMON SEAL OF

यदि पार्टी भागीदारी फर्म या वैयक्तिक  
फर्म हो तो सभी अथवा सभी भागीदारों की  
ओर से हस्ताक्षर किये जाने चाहिए।

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

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

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

(1)

(2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके  
प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।

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

(1)

(2)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुर्पुद

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

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

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

यदि संविदाकार चाहे कंपनी के रूप में या  
वैयक्तिक रूप में मुख्तारनामा के अंतर्गत  
हस्ताक्षर करता हो तो

स्  
If the Contractor is signing by hand  
of power of Attorney, whether a  
company or individual.

To be sent along with Pre-Qualification papers

Annexure -VI

CARE: To be sent along with Pre-Qualification papers

**Format of Banker's Certificate**

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

Place:

Date:

**Regional Director for Tamil Nadu & Puducherry  
Reserve Bank of India  
Estate Department  
Fort Glacis, Rajaji Salai  
Chennai - 600 001.**

This is to certify that to the best of our knowledge and information M/s. /Shri\_\_\_\_\_ a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit \_\_\_\_\_ of ₹.....(Rupees \_\_\_\_\_)

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:-

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

To be uploaded

Annexure -VII

**Details of Service Set up at the place of work**

S. No.	Details of service Centre	
1	Address of Service Centre	
2	Proof for existence of Service set up in chennai	
3	Contact numbers	
4	Staff strength	
5	Whether spares parts of the system have been stocked	

Signature of the contractor

To be uploaded

Annexure -VIII

**Details of Bankers**

The details of our bankers in the following format are uploaded

Sr.No	Name of the Bank	Branch and its Complete address	Name of the contact person	Telephone no and email id

Seal of company

Signature

Name  
Designation

Date

To be uploaded

**Annexure - IX**

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

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director  
Reserve Bank of India  
Estate Department  
Chennai

Dear Sir

**NAME OF WORK:** Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai

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

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

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

Signature/(s) of the Bidder

Name/(s) Stamp/Seal of the Bidder

**Note:**

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

**To be uploaded**

**ANNEXURE-X**

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

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

To,

Reserve Bank of India

Fort Glacis Chennai-600001

Name of Work: Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai

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

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

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

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

iii. is from a country sharing land border with India where Government of India has extended lines of credit, or

iv. is from a country sharing land border with India where Government of India is engaged in development projects,

(Strikeout whichever of the above is not applicable).

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

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

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

Date:

Place:



Annexure-XI

ईसीएस/एनईएफटी मॅंडेट फॉर्म/ ECS/ NEFT mandate form

(Mandate for receiving payments through ECS /NEFT from RBI, Chennai)

All entries should be filled in neatly and legibly in Capital letters

1	Name of the Vendor for communication regarding tendering										
2	Address of the Vendor										
3	Email ID of the Vendor										
4	Phone Number										
5	Mobile Number	0									
6	Contact Person										

PAN.		PAN Card Holder Name	
GSTIN No.			

1	Name of the Bank		
2	Name of the Branch		



**Annexure XII**

**मैट्रिक्स की वृद्धि/ Escalation Matrix of the firm for communications regarding  
maintenance support in DLP and AMC**

<b>Sl.no</b>	<b>Support Level</b>	<b>Name</b>	<b>Phone no.</b>	<b>E-mail ID</b>
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

**Signature & Seal of the firm**

**Date:**



**Supply, Installation, Testing and Commissioning of Five Nos. Boom Barriers at Bank's Residential Quarters at PH Road and Anna Nagar and Main Office premises, RBI Chennai**

**UNPRICED BILL OF QUANTITY**

S.No.	Item	Qty	
1	Supply, installation, testing and commissioning (SITC) of minimum 5-meter long electro mechanical boom barrier with Infra -red safety photo sensor, Open & close push button, <b>reflective stickers and LED glow strip</b> on the boom, control box and boom support with proper <b>crash rated protection around the boom support</b> (red painted) for preventing damage of support and boom by two wheeler hit as per specifications mentioned. This includes civil work required for installation of boom barrier, road cutting required if any, for laying photo sensor cables, closing the same after cable laying by cement concreting, charges for removing existing manual boom barrier and for removal of debris.	3 No.	Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.  <b>(a*Quantity*1.18)</b>
2	SITC of minimum 4-meter long electro mechanical boom barrier with Infra -red safety photo sensor, Open-close push button, <b>reflective stickers and LED glow strip</b> on the boom, control box and boom support with proper <b>crash rated protection around the boom support</b> (red painted) for preventing damage of support and boom by two wheeler hit as per specifications mentioned. This includes civil work required for installation of boom barrier, road cutting required if any, for laying photo sensor cables, closing the same after cable laying by cement concreting, charges for removing existing manual boom barrier and for removal of debris.	2 No.	Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.  <b>(a*Quantity*1.18)</b>

	Total capital cost(C), <b>SI no. 1+2</b>		
3	All-inclusive comprehensive AMC charges for minimum 5 meter long boom barrier mentioned in Serial No 1 after DLP. Rate shall be quoted for 1 <sup>st</sup> year of AMC only	3 No.	Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity, multiplication factor (as per formula mentioned in tender document) GST by using following formulae and shows the final amount.  <b>(a*Quantity* 3.35361*1.18)</b>
4	All-inclusive comprehensive AMC charges for minimum 4 meter long boom barrier mentioned in Serial No 2 after DLP. . Rate shall be quoted for 1 <sup>st</sup> year of AMC only	2 No.	Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity, multiplication factor (as per formula mentioned in tender document) GST by using following formulae and shows the final amount.  <b>(a*Quantity* 3.35361*1.18)</b>
	Total cost of AMC(F), <b>SI.No 3+4</b>		
5	Rebate offered for dismantling and buy back for old electromagnetic boom barriers along with all accessories(G)	3 sets	Please quote the rate per unit of measurement (a) excl. of GST and TCS, the system will automatically multiply with Quantity, GST and TCS by using following formulae and shows the final amount.  <b>(a*Quantity* 1.18*1.01)</b>

Note:

1. The above table is given for illustrative purpose only and the price should be entered only through MSTC website.

2. Tenders will be evaluated based on Total **cost of ownership (TCO) = Capital cost (sl. No.1&2) + AMC(sl.no.3&4) – Rebate(sl.no.5)**

**Signature & Seal of the firm**