



संपदा विभाग / Estate Department
चेन्नै / Chennai

ई-निविदा सं.: RBI / Chennai Regional office / Estate / 23 / 24-25 / ET / 593
[SITC of IPCCTV system at CHQ]
E-Tender No: RBI / Chennai Regional office / Estate / 23 / 24-25 / ET / 593
[SITC of IPCCTV system at CHQ]

आईपीसीसीटीवी प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग
(एसआईटीसी) बैंक के स्टाफ क्वार्टर्स, चूलैमेडु, चेन्नई।
Supply, Installation, Testing and Commissioning (SITC) of IPCCTV
System at Bank's Staff Quarters, Choolaimedu, Chennai.

(ई-निविदा पोर्टल पर ही ऑनलाइन भरा जाए)
(TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

भाग -I (तकनीकी वाणिज्यिक बोली)
Tender - Part I (Techno-Commercial Bid)

निविदाकर्ता का नाम / Name of the tenderer _____

पता / Address _____

संपर्क सं और ईमेल आईडी
Contact No. & Email Id: _____

बोली-पूर्व बैठक की तारीख: दिसंबर 26, 2024 को पूर्वाह्न 11.00 बजे।
Date of pre-bid meeting: December 26, 2024 at 11.00 Hrs.

निविदा प्रस्तुत करने की नियत तारीख: जनवरी 07, 2025 को पूर्वाह्न 11.00 बजे।
Due date of submission of tender: January 07, 2025 at 11:00 Hrs.

विषय-सूची / Table of Contents			
	पृष्ठ सं. Page Nos		
	कहां से From	कहां तक To	
अस्वीकरण / Disclaimer	4	4	
ई-निविदा (एसओटी) की अनुसूची / Schedule of E-Tender (SOT)	5	7	
अनुबंध – 1 / Annexure – 1 - ई-प्रोक्चुरमेंट के लिए महत्वपूर्ण अनुदेश / Guidelines for e-Procurement	8	10	
खंड I / Section I			
निविदा फार्म / Form of Tender	11	13	
करार की शर्तें / Articles of Agreement	14	25	
खंड II / Section II			
व्यावसायिक शर्तें / Commercial Conditions	26	33	
खंड III / Section III			
सुरक्षा कोड / Safety Code	34	35	
खंड IV / Section IV			
इसमें इससे पूर्व उल्लिखित शर्तें / The Conditions Hereinbefore Referred To	36	50	
खंड V / Section V			
विशेष शर्तें / Special Conditions	51	51	
खंड VI / Section VI			
इसमें इससे पूर्व उल्लिखित अनुबंध / Appendix Hereinbefore Referred To	52	52	
खंड VII / Section VII			
तकनीकी विनिर्देश और कार्य का दायरा / Technical Specifications and Scope of work	53	56	
खंड VIII / Section VIII			
स्वीकृत मॉडल की सूची / List of Approved Makes	57	57	
खंड IX / Section IX			
वाणिज्यिक शर्तों की जांचसूची / Checklist of Commercial Conditions	58	58	
खंड X / Section X			
मात्रा के मूल्य-रहित बिल / Unpriced Bill of quantity	59	60	
अनुबंध - A / Annexure – A			
अर्हता / पात्र मानदंड के फॉर्म / Qualification / Eligibility Criteria forms.	61	70	
1	फॉर्मेट 1 – मूलभूत सूचना Format 1 – Basic Information	61	61
2	फॉर्मेट 2 – कार्य का पूर्व अनुभव Format 2 – Previous Work Experience	62	62
3	फॉर्मेट 2ए – समान रूप के महत्वपूर्ण 'हस्तगत' कार्यों की सूची Format 2A – List of important similar works 'in hand'	63	63
4	फॉर्मेट 3 – पिछले पांच वर्ष के दौरान पूरे किए गए समान रूप के पात्र कार्य (कार्यों) (अर्हक) का ब्योरा	64	64

	Format 3 - Details of similar eligible work(s) (qualifying) completed during last five years		
5	फॉर्मेट 3ए – संविदाकार के कार्यनिष्पादन संबंधी क्लायंट प्रमाणपत्र Format 3A – Client certificate regarding performance of contractor.	65	66
6	फॉर्मेट 4 – वित्तीय सूचना / Format 4 – Financial Information	67	67
7	फॉर्मेट 5 – बैंकर ऋण-शोधनक्षमता प्रमाणपत्र का फॉर्म Format 5 – Form of Bankers' Solvency Certificate	68	68
8	फॉर्मेट 5ए – बोलीदाताओं के बैंकर का ब्योरा Format 5A – Details of Bidder's Banker	69	69
9	फॉर्मेट 6 – कार्य-स्थल में सर्विस व्यवस्था का ब्योरा Format 6 – Details of Service Set up at the place of work	70	70
	अनुबंध- B / Annexure – B प्राधिकृत हस्ताक्षरकर्ता के लिए मुख्तारनामा का प्रारूप Format for Power of attorney for authorized signatory	71	71
	अनुबंध- C / Annexure – C तकनीकी उल्लंघन, यदि कुछ हो की अनुसूची Schedule of Technical Deviations if any	72	72
	अनुबंध- D / Annexure – D जमानती जमा के लिए कार्यनिष्पादन बैंक गारंटी का प्रारूप Proforma of Performance Bank Guarantee for Security Deposit	73	75
	अनुबंध- E / Annexure – E ईसीएस एनईएफटी /मैनडेट का प्रारूप ECS / NEFT mandate form	76	77
	अनुबंध- F / Annexure – F शिकायत एस्कलेशन मैट्रिक्स / Complaint Escalation Matrix	78	78
	अनुबंध- G / Annexure – G भारत के साथ सीमा साझा करने वलो देश के संबंध में बोलीकर्ता द्वारा प्रस्तुत वचनपत्र / प्रमाणपत्र का प्रारूप / घोषणा Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	79	79
	अनुबंध- H / Annexure – H सार्वजनिक संस्थाओं के विवर्जित करने का वचनपत्र घोषणा / Undertaking / Declaration of debarment of Public Institutions	80	80
	अनुबंध- I / Annexure – I बोलीकर्ता द्वारा रखरखाव पुष्टि के लिए वचनपत्र का प्रारूप Proforma of undertaking for maintenance confirmation by the bidder	81	81
	अनुबंध- J / Annexure – J संविदाकार द्वारा साइट का दौरा करने संबंधी वचनपत्र का प्रारूप Proforma of undertaking for site visit by contractor	82	82
	अनुबंध- K / Annexure – K बयाना जमाराशि बोली प्रतिभूति के लिए / बैंक गारंटी का प्रारूप Proforma of bank guarantee for Earnest Money Deposit / Bid Security	83	84

अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, चेन्नै ने इच्छुक पार्टियों को करार के संबंध में एक पृष्ठभूमि-परक जानकारी देने के लिए इस दस्तावेज को तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें अंतर्विष्ट जानकारी को तैयार करने में समुचित सावधानी बरती है, तथापि, इस दस्तावेज में अंतर्विष्ट या इसके बारे में दी गई किसी जानकारी की संपूर्णता या सटीकता के संबंध में न तो भारतीय रिज़र्व बैंक और न ही उसके कोई प्राधिकरण या एजेंसी या संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता कोई वारंटी देते हैं अथवा अभिव्यक्त या विवक्षित रूप से कोई व्यपदेशन करते हैं।

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

इस सूचना का अभिप्राय परिपूर्ण जानकारी देना नहीं है। इच्छुक पार्टियों के लिए ज़रूरी है कि वे स्वयं पूछताछ कर लें और उत्तरदाताओं के लिए अपेक्षित है कि वे लिखित रूप में यह पुष्टि करें कि उन्होंने ऐसा किया है और वे केवल भारतीय रिज़र्व बैंक द्वारा निविदा प्रस्तुत करने हेतु दी गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर दी गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाताओं के लिए बाध्यकारी नहीं है।

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

भारतीय रिज़र्व बैंक करार के संबंध में आगे बढ़ने या करार के कन्फिगरेशन को बदलने, इस दस्तावेज में दर्शाई गई समय-सारणी को परिवर्तित करने या लागू प्रक्रम या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित रखता है। इस संबंध में रुचि अभिव्यक्ति करने वाली किसी भी पार्टी पर आगे विचार न करने का अधिकार भी बैंक के पास सुरक्षित है।

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

रुचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति अदा नहीं की जाएगी। भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

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

ई-निविदा (एसओटी) की अनुसूची

a. ई-निविदा सं.	RBI / Chennai Regional office / Estate / 23 / 24-25 / ET / 593 [SITC of IPCCTV system at CHQ]
b. कार्य का नाम	आईपीसीसीटीवी प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) बैंक के स्टाफ कार्टर्स, चूलैमेडु, चेन्नई।
c. निविदा आमंत्रित करने वाले प्राधिकारी का नाम और पता।	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16, राजाजी सालै, चेन्नै-600001 दूरभाष संख्या: 044 – 25619922 / 25399088 ई मेल आईडी: estatechennai@rbi.org.in
d. काम की अनुमानित लागत	₹9.70 लाख (जीएसटी सहित) ।
e. बयाना जमाराशि	प्रत्येक बोलीदाता से ₹19,400.00 उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले सूक्ष्म एवं लघु उद्यमों (एमएसई), चाहे वह किसी भी श्रेणी का हो, को बोली के समय बयाना राशि जमा करने की आवश्यकता से छूट दी जाएगी।
f. पूरा होने की अवधि।	कार्य आदेश के 10 वें दिन से 08 सप्ताह।
g. ई-निविदा मोड के माध्यम से डाउनलोड / प्रस्तुत किए जाने वाले निविदा दस्तावेज।	बैंक के स्वीकृत ई-निविदा पोर्टल के माध्यम से https://www.mstcecommerce.com/eproc
h. पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तारीख	28 नवंबर, 2024 को पूर्वाह्न
i. ई-निविदा और भुगतान की जाने वाली लेनदेन शुल्क की राशि पर महत्वपूर्ण अनुदेश।	ई-निविदा संबंधी अनुदेशों के लिए, कृपया अनुबंध - 1 देखें: निविदा दस्तावेज से संबंधित ई-खरीद के महत्वपूर्ण अनुदेश ई-निविदा लेनदेन शुल्क, जैसा लागू हो, का भुगतान एमएसटीसी वेबसाइट पर किया जाए।
j. बोली-पूर्व बैठक	ऑफलाइन 26 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे (स्थान: भारतीय रिज़र्व बैंक, संपदा विभाग, दूसरी मंजिल, राजाजी सालै, फोर्ट ग्लासिस, चेन्नै-600001)।
k. https://www.mstcecommerce.com/eproc n में तकनीकी-वाणिज्यिक बोली और कीमत बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	29 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे से
l. ईएमडी प्रस्तुत करने की अंतिम तारीख	07 जनवरी, 2025 को पूर्वाह्न 11:00 बजे

m. तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की तारीख	07 जनवरी, 2025 को पूर्वाह्न 11:00 बजे
n. निविदा खोलने की तारीख और समय	निविदा का भाग I (तकनीकी-वाणिज्यिक बोली) 07 जनवरी, 2025 को अपराह्न 15:00 घंटे खोला जाएगा। भाग-II (मूल्य बोली) बाद की तारीख को खोली जाएगी जिसकी सूचना अर्हक बोलीदाताओं को दी जाएगी।
o. निविदा की वैधता	निविदा के भाग-I खोले जाने की तारीख से 03 माह।
p. लेन-देन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे /एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान।
q. निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	<p>a) श्री रमेश एस (सहायक महाप्रबंधक) (044 - 25399922 / sramesh@rbi.org.in)</p> <p>b) श्रीमती रेवती कोट्टाकोटा (सहायक महाप्रबंधक – विद्युत) 044 – 25399261 / revatikottakota@rbi.org.in</p> <p>c) श्री रणदीप सांगवान (एएम-इलेक्ट्रिकल) 044-25619820 / randeepsangwan@rbi.org.in</p> <p>d) श्रीमती टीएस गोमती, (सहायक प्रबंधक) 044 - 25399088 / tsgomathy@rbi.org.in</p>

Schedule of E-Tender (SOT)

a. E-tender No.	RBI / Chennai Regional office / Estate / 23 / 24-25 / ET / 593 [SITC of IPCCTV system at CHQ]
b. Name of work	Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, Chennai.
c. Name & address of tender inviting authority.	The Regional Director, Reserve Bank of India, Estate Department, Fort Glacis, 16, Rajaji Salai, Chennai-600001. Tel No.: 044 – 25619922 / 25399088 E Mail id: estatechennai@rbi.org.in
d. Estimated cost of the work	₹9.70 Lakh (inclusive of GST).
e. Earnest Money Deposit	₹19,400.00 from each bidder. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, will be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding.

f. Period of completion.	08 weeks from 10 th day of work order.
g. Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal https://www.mstcecommerce.com/eprocn
h. Date of NIT available to parties to download	November 28, 2024 onwards.
i. Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the Annexure - 1: Important Instructions for E – Procurement of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
j. Pre-Bid Meeting	Offline at 11:00 Hrs. on December 26, 2024 (Venue: Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001).
k. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprocn	11:00 Hrs. on December 29, 2024 onwards.
l. Last date of submission of EMD.	11:00 Hrs. on January 07, 2025.
m. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	11:00 Hrs. on January 07, 2025.
n. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs. on January 07, 2025. Part II (Price Bid) shall be opened on a later date which shall be intimated to the qualified bidders.
o. Validity of the tender	03 months from the date of opening of the PART-I of the Tender.
p. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.
q. Contact details of tender inviting authority personnel.	<ul style="list-style-type: none"> a) Shri Ramesh S (Assistant General Manager) 044 - 25399922 / sramesh@rbi.org.in b) Smt. Revati Kottakota (Assistant General Manager – Electrical) 044 - 25399261 / revatikottakota@rbi.org.in c) Shri Randeep Sangwan (AM-Electrical) 044-25619820 / randeepsangwan@rbi.org.in d) Smt. T S Gomathy, (Assistant Manager) 044 - 25399088 / tsgomathy@rbi.org.in

अनुबंध – 1 / Annexure – 1
ई-प्रोक्चुरमेंट के लिए महत्वपूर्ण अनुदेश / Guidelines 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/eprocn**. 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/eprocn. 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):

- a) Shri Ramesh S, Assistant General Manager
044 - 25399922 / sramesh@rbi.org.in
- b) Smt. Revati Kottakota, Assistant General Manager (Electrical)
044 - 25399261 / revatikottakota@rbi.org.in
- c) Shri Randeep Sangwan, Assistant Manager (Electrical)
044-25619820 / nithinjsebastian@rbi.org.in
- d) Smt. T S Gomathy, Assistant Manager
044 - 25399088 / tsgomathy@rbi.org.in

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

- a) Shri Shanmugam
Ph: 9176397264 / Email id: nshanmugam@mstcindia.co.in
- b) Shri J Damodaran
Ph: 9841002253 / Email id: jdmodaran@mstcindia.co.in
- c) MSTC Help Line:
Ph: 9499054101/2/3/4 / Email id: 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 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 **₹19,400.00 (Rupees nineteen thousand four hundred only)** shall be remitted to Bank account of the Reserve Bank of India on or before **11:00 Hrs on January 07, 2025**. The EMD paid by the successful tenderer shall be held by the Reserve Bank of India as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The EMD shall be released to the contractor on virtual completion of the work.

Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, will be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding.

The account details for NEFT 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.

The bidders may also remit the EMD in the form of a Demand Draft or NEFT or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format as per the **Annexure - K** before the due date and time prescribed above.

A tender which is not accompanied by such EMD will not be considered.

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

- b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website <https://www.mstcecommerce.com/eprocn>.
- d) Vendors have to submit both the 'Techno-Commercial Bid' & 'Price Bid' in the portal to register the bids.
- e) 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.
- f) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) 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.
- i) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- j) '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 from the terms and conditions of the tender document is acceptable after the pre-bid meeting. No queries will be entertained after the pre-bid meeting. 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.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprocn> to familiarize them with the system before bidding.

खंड I / Section I
निविदा फार्म / Form of Tender

स्थान Place _____

दिनांक Date _____

क्षेत्रीय निदेशक / The Regional Director
भारतीय रिज़र्व बैंक / Reserve Bank of India
संपदा विभाग, फोर्ट ग्लेसिस-16, / Estate Department, Fort Glacis-16,
राजाजी साल्लै, पोस्ट बॉक्स संख्या 40 / Rajaji Salai, P.B.No 40
चेन्नै - 600 001 / Chennai - 600 001

महोदया / Madam,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, ड्राइंगों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करने वाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदाकारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं निविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डिजाइनों, ड्राइंगों और डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध कराई गई सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं।

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.

ज्ञापन / MEMORANDUM

(a)	कार्य का विवरण / Description of work	आईपीसीसीटीवी प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) बैंक के स्टाफ क्वार्टर्स, चूलैमेडु, चेन्नई। Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, Chennai.
(b)	अनुमानित लागत(रु) / Estimated cost	₹9.70 लाख (जीएसटी सहित) ₹9.70 Lakh (Inclusive of GST)
(c)	बयाना / Earnest money deposit	प्रत्येक बोलीदाता से ₹19,400.00 । उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले सूक्ष्म एवं लघु

		उद्यमों (एमएसई), चाहे वह किसी भी श्रेणी का हो, को बोली के समय बयाना राशि जमा करने की आवश्यकता से छूट दी जाएगी। ₹19,400.00 from each bidder. However, The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, will be exempted from the requirement of submission of EMD at the time of bidding.
(d)	कार्य पूरा करने का अनुमेय समय / Time allowed for completion	कार्य आदेश के 10 वें दिन से 08 सप्ताह। 08 weeks from 10 th day of work order.
(e)	परिनिर्धारित हर्जाना / Liquidated damages	प्रति सप्ताह निष्पादित कार्य की लागत का 0.25% जो कि संविदागत राशि के अधिकतम 10% के अधीन है। 0.25% of the cost of work executed per week subject to a maximum of 10% of the contract amount.
(f)	बिल के पटाने की अवधि / Period for settlement of Bill	अंतिम बिल – 45 दिन जो कि सभी आवश्यक दस्तावेज प्रस्तुत किए जाने के अधीन है। Final Bill - 45 days subject to submission of all the necessary documents

- मैं / हम इससे भी सहमत है कि निविदा का भाग-1 खोलने की तारीख से हमारी निविदा 90 दिनों तक बैंक द्वारा स्वीकार किए जाने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है। हम निविदा की वैधता की संपूर्ण अवधि के दौरान बयाना जमाराशि रखे जाने हेतु भी अपनी सहमति देते हैं।
I / We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
- निविदा स्वीकार होने पर मैं / हम यहां संलग्न संविदा को उक्त शर्तों के निबंधन व शर्तों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किए जाने और आपके उत्तराधिकारियों, समुनेदेशियों या नामितों को अदा करने के लिए सहमत हूँ / हैं।
Should this Tender be accepted, I / we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- मैं / हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

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. 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.

वर्ष 2024 के _____ महीने के _____ दिन को हस्ताक्षरित / Dated this ___ day of _____ 2024

मेसर्स _____ के लिए और उनकी ओर से / For and on behalf of M/s _____

मुहर सहित हस्ताक्षर / Signature with seal

नाम / Name _____

पदनाम / Designation: _____

स्थान / Place _____

तारीख / Date _____

(उपर्युक्त हस्ताक्षरी की पॉवर ऑफ अटार्नी की प्रमाणित प्रति संलग्न की जानी चाहिए / Certified true copy of the Power of Attorney of the above signatory should be enclosed).

साक्षी / Witnesses

(1) नाम, पता और दिनांक सहित हस्ताक्षर / _____
Signature with name, address and date _____

(2) नाम, पता और दिनांक सहित हस्ताक्षर / _____
Signature with Name, address and date _____

करार की शर्तें / Articles of Agreement

यह करार एक ओर **भारतीय रिज़र्व बैंक**, फोर्ट ग्लासिस, राजाजी सालै, चेन्नै-600 001 जिसका केंद्रीय कार्यालय मुंबई में है (जिसे इसके बाद "बैंक" कहा गया है) और दूसरी ओर _____ (जिसे इसके बाद संविदाकार कहा गया है) के बीच _____ को किया गया।

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

जबकि नियोक्ता **आईपीसीसीटीवी प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) बैंक के स्टाफ क्वार्टर्स, चूलैमेडु, चेन्नई** कराने हेतु इच्छुक है तथा कार्यों 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 Bank is desirous of taking up the work of "**Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, 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 कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गए हैं।

AND WHEREAS the said specifications, the Schedule of Quantities and drawings 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 " उल्लिखित शर्तें" कहा जाएगा) के अनुसार काम को उक्त ड्राइंग और / या उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, पर उसमें निर्धारित संबंधित दर पर गणना की गई कुल राशि पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "उल्लिखित संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

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

एतद्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

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 काम की मात्राओं की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions

execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

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

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

3. बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान करने और अनुबंध के विभिन्न नियमों, शर्तों और शर्तों के कार्यान्वयन के लिए सीधे व्यवस्था करेगा।

The Bank 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 संविदा 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 खंडित काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त संपूर्ण कार्यको 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 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. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की किसी भी मद की ड्राइंग और काम की प्रकृति बदलने ,कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।
The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि समय विस्तार का प्रावधान होते हुए भी वह कार्य आदेश जारी करने की तारीख से दसवें दिन से तथाकथित शर्तों में उल्लिखित किए गए अनुसार जो भी बाद में हो, काम शुरू कर देगा और उसके बाद कार्य आदेश की तारीख के 10वें दिन से 08 सप्ताह की अवधि, जो कि किसी भी रीति (अर्थात करार विलेख के माध्यम से या पत्रों/ ई-मेलों का आदान-प्रदान करते हुए) से लिखित रूप में समय-विस्तार संबंधी प्रावधान के अधीन है, के भीतर पूरा काम करेगा।
Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work **within a period of 08 weeks from the 10th day of date of work order** subject nevertheless to the provisions for 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.
10. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।
All payments by the Bank under this Contract will be made only at Chennai.
11. ठेकेदार काम पूरा होने के बाद उचित समय पर भुगतान के लिए बिल/चालान प्रस्तुत करेगा। बैंक के इंजीनियर द्वारा प्रमाणित किए जाने के बाद भुगतान तय किया जाएगा। ठेकेदार को बिल में स्पष्ट रूप से लागू सीजीएसटी और एसजीएसटी के साथ लागू एचएसएन/एसएसी कोड बताने की सलाह दी जाती है। कृपया ध्यान दें कि अनुबंध की शर्तों के अनुसार और बैंक के इंजीनियर की आवश्यकता के अनुसार आवश्यक दस्तावेजों के साथ सही चालान जमा करने की तारीख से 45 दिनों के भीतर एनईएफटी / आरटीजीएस के माध्यम से भुगतान किया जाएगा। उक्त दस्तावेजों के बिना जमा किए गए बिलों पर भुगतान की कार्रवाई नहीं की जाएगी।
The Contractor shall submit the bill / invoice for payment in due course after completion of the work. Payment will be settled after being certified by the Bank's Engineer. The Contractor is advised to state applicable HSN / SAC code along with applicable CGST and SGST explicitly in the Bill. Kindly note that the payment will be effected through NEFT / RTGS within 45 days from the date of submission of correct invoice along with necessary documents as per terms of conditions of the contract and as required by the Bank's Engineer. The bills submitted without the said documents shall not be processed for payment.
12. 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.

13. 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.

14. संविदाकार कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 ("अधिनियम") के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। भारतीय रिज़र्व बैंक (चेन्नै कार्यालय) के 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। 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।

The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

15. ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के कारण बैंक को हुई किसी भी हानि के लिए बैंक को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और बैंक नुकसान का दावा करने और कानूनी उपायों का पीछा करने का हकदार होगा।

The Contractor shall indemnify the Bank for any loss suffered by the Bank because 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 Bank shall be entitled to claim damages and pursue legal remedies.

16. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने 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। कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी। संविदा में विनिर्दिष्ट किए गए अनुसार कार्य की आवश्यक गति को बनाए रखने और कारीगरी की गुणवत्ता को सुनिश्चित करने के लिए पर्याप्त संख्या में श्रमिकों को काम पर रखेगा। संविदाकार कार्य के संबंध में अठारह वर्ष से कम के किसी व्यक्ति को काम पर नहीं रखेगा।

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

prevention of sexual harassment at workplace and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

17. ठेकेदार द्वारा नियोजित सभी श्रमिक या कर्मचारी ठेकेदार के कर्मचारियों पर विचार करेंगे और बैंक का ऐसे कामगारों/कर्मचारियों के संबंध में कोई दायित्व नहीं होगा। ठेकेदार अपने द्वारा नियोजित श्रमिकों को न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम मजदूरी का सीधे भुगतान नहीं करेगा। उचित मजदूरी का अर्थ है मजदूरी, जिसमें पड़ोस में समान रोजगार के लिए प्रचलित बाजार दरों को ध्यान में रखते हुए, आराम के साप्ताहिक दिन और अन्य भत्ते शामिल होंगे, चाहे समय या टुकड़े के काम के लिए, लेकिन न्यूनतम मजदूरी अधिनियम के भुगतान के तहत निर्धारित मजदूरी की न्यूनतम दरों से कम नहीं होगी।

All the workers or employees deployed by the contractor shall consider the employees of contractor and the Bank shall not have any liability whatsoever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

18. ठेकेदार अपने अथवा अपने उप-ठेकेदार द्वारा नियोजित श्रमिकों के संबंध में उसमें दिए गए सभी मामलों के संबंध में बोलीदाता श्रम विनियम का अनुपालन करेगा अथवा करवाएगा। ठेकेदार मजदूरी संदाय अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938 के उपबंधों का अनुपालन करेगा। (ख) सरकार ने कामगारों को प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, प्रसूति प्रसुविधा अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 अथवा उसमें कोई संशोधन अथवा उससे संबंधित कोई अन्य कानून और उसके अंतर्गत समय-समय पर बनाए गए नियमों के अंतर्गत कोई संशोधन किया है। ठेकेदार क्षतिपूर्ति करेगा और बैंक के खिलाफ क्षतिपूर्ति रखेगा।

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation regarding all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto, and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the Bank against

- i. कार्य के निष्पादन से /दौरान होने वाली तीसरी पार्टी के नुकसान /व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा।
Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.
- ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा।

Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

- iii. लागू पीएफ/श्रम कानूनों ,ईएसआई ,विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा।

Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

19. संविदाकार अपने स्वयं के खर्च पर, आईआरडीए द्वारा अनुमोदित कार्यालय के साथ बैंक के संयुक्त नाम में निम्नलिखित बीमा पॉलिसियों को प्रभावी बनाने और बनाए रखने की व्यवस्था करेगा और बैंक के पहले (क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक) के साथ ठेकेदार होगा और इस अनुबंध की अवधि के दौरान समय-समय पर नियोक्ता के साथ ऐसी पॉलिसी या पॉलिसियां जमा करेगा।

क)संविदा की कुल राशि के लिए पॉलिसी के स्टोरेज, निर्माण, परीक्षण और चालू (ई.ए.आर पॉलिसी) करने के लिए।

ख)कार्य में आपके द्वारा तैनात सभी कामगारों के लिए कामगार क्षतिपूर्ति नीति इस प्रकार ली जाएगी कि पॉलिसी में किसी भी दुर्घटना/दुर्घटना की स्थिति में प्रत्येक कामगार के लिए भुगतान किया गया न्यूनतम वेतन या वास्तविक वेतन शामिल हो।

ग) थर्ड-पार्टी लायबिलिटी पॉलिसी के तहत न्यूनतम कवरेज किसी भी एक दुर्घटना या घटना के लिए प्रति व्यक्ति 2 लाख रुपये और किसी एक दुर्घटना या घटना के लिए संपत्ति के नुकसान के संबंध में 5 लाख रुपये होगा, जो 10 लाख रुपये की समग्र देयता के अधीन है।

The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of the Bank and the contractor with the Bank being first (Regional Director, Reserve Bank of India) and deposit such policy or policies with the Bank from time during the currency of this contract.

- Storage, erection, testing and commissioning policy (E.A.R. policy) for the total amount of contract.
- Workmen Compensation Policy for all the workmen deployed by you in the work shall be taken such that the policy covers Minimum Wages or actual salary paid for each of the workmen, in case of any mishap / accident.
- The minimum coverage under the Third-Party Liability Policy shall be ₹2 lakhs per person for any one accident or occurrence and ₹5 Lakh in respect of damage to property for any one accident or occurrence, subject to an overall liability of ₹10 lakhs.

20. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 का पालन करेगा । अंतिम बिल का भुगतान किए जाने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य को पूरा करने के लिए उसके द्वारा काम पर लगाए गए सभी कामगारों को वास्तव में सभी देयों का भुगतान कर दिया है और इस भुगतान की दर न्यूनतम मजदूरी अधिनियम 1949 के अंतर्गत निर्धारित दर से कम नहीं है और संविदा पर लगाए गए श्रमिकों के लिए आवश्यक सुविधाएं उपलब्ध करवाने में सीएलआरए अधिनियम के प्रावधानों का अनुपालन किया है। संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by

him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour. The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

21. ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक के बुनियादी ढांचे / प्रणालियों / उपकरण आदि के किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में आ सकता है, किसी भी तीसरे पक्ष को और हर समय सख्त विश्वास में रखेगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय के रूप में मानेगा, सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा तक। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने या प्रकट करने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई किसी भी हानि के लिए बैंक को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और बैंक नुकसान का दावा करने और कानूनी उपायों का पीछा करने का हकदार होगा।

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।

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 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 Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank 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 Bank shall be entitled to claim damages and pursue legal remedies.

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

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

22. कि इस संविदा के विभिन्न भागों को संविदाकार द्वारा पढ़ लिया गया है और पूरी तरह से समझ लिया गया है।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

23. एमएमसी अवधि (दो वर्ष का डीएलपी की समाप्ति के बाद) के पहले वर्ष की एमएमसी राशि ₹ _____ (18% जीएसटी सहित) है।

The AMC amount for 1st year AMC period (after expiry of two-year DLP) is ₹ _____ (Inclusive of 18 % GST).

24. **निष्पादन बैंक गारंटी (पीबीजी):** प्रस्तावित एसी प्रणाली का अनुमानित जीवन चक्र 8 वर्ष है। इसलिए, अनुबंध राशि का 10% प्रारंभिक पीबीजी कार्य के निष्पादन की अवधि के लिए वैध प्रस्तुत किया जाएगा और उपकरण के चालू होने और सौंपने की तारीख से 4 वर्ष की अवधि के लिए वैध रहेगा। इसके बाद, ठेकेदार प्रारंभिक बीजी की समाप्ति से चार सप्ताह पहले मूल पीबीजी राशि (यानी अनुबंध राशि का 5%) का 50% राशि का एक नया पीबीजी जमा करेगा और अगले चार वर्षों के लिए वैध होगा। यदि ठेकेदार समय-सीमा के भीतर नया पीबीजी जमा करने में विफल रहता है, तो बैंक पहले की बीजी को लागू करने का अधिकार सुरक्षित रखता है।

Performance Bank Guarantee (PBG): The estimated life cycle of the proposed AC system is 8 years. Hence, the initial PBG amounting to 10% of the contract amount shall be submitted valid for the period of execution of the work and shall remain valid for a period of 4 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh PBG amounting 50% of the original PBG amount (i.e., 5 % of the contract amount) four weeks prior to the expiry of initial BG and shall be valid for next four years. If the contractor fails to submit a fresh PBG within the time limit, the Bank reserves the rights to invoke the earlier BG.

25. निविदाकर्ता एक साल की गारंटी अवधि की समाप्ति के बाद लागू सभी समावेशी व्यापक रखरखाव सेवा (केवल रिमोट और बैटरी को छोड़कर) भी प्रदान करेंगे। वार्षिक रखरखाव सेवा अनुबंध के लिए निम्नलिखित शर्तें अलग से लागू की जाएंगी। अनुबंध के दायरे में एक वर्ष में त्रैमासिक अंतराल पर चार सेवाएं और ब्रेकडाउन कॉल की कोई भी संख्या शामिल होगी। निविदाकर्ताओं द्वारा यह नोट किया जा सकता है कि बैंक मानव / सामग्री / परिवहन / उपकरण आदि के रूप में किसी भी प्रकार की सहायता प्रदान नहीं करेगा और निविदाकर्ताओं को रिपोर्ट की गई / पाई गई त्रुटियों को ठीक करने के लिए सभी आवश्यक पुर्जों सहित आवश्यक कुशल जनशक्ति को तैनात करने के लिए अपनी व्यवस्था स्वयं करनी होगी। ये दरें गारंटी अवधि की समाप्ति की तारीख से एक वर्ष की अवधि के लिए दृढ़ और वैध रहेंगी। वार्षिक सेवा अनुबंध राशि संतोषजनक सेवा प्रदान करने पर छमाही आधार पर भुगतान किया जाएगा। एमएमसी दरों में ईपीएफ, ईएसआईसी, बीमा शुल्क आदि शामिल होंगे।

The tenderers shall also offer all-inclusive comprehensive maintenance service (only remote and battery excluded) applicable after the expiry of the one-year guarantee period. The following conditions will be applied separately for annual maintenance service contract. The scope of the contract will include FOUR Services at quarterly intervals in a year and ANY NUMBER of breakdown calls. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of men/material/transport / tools etc. and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported / observed defects. These rates shall remain firm and valid for a period of one year from the date of expiry of guarantee period. Annual Service Contract amount shall be paid on half yearly

basis on rendering satisfactory service. AMC rates shall include EPF, ESIC, insurance charges, etc.

सेवा अनुबंध को 1 वर्ष की प्रारंभिक एएमसी अवधि के बाद कम से कम 6 वर्ष की अतिरिक्त अवधि के लिए नवीनीकृत किया जाएगा। दूसरे शब्दों में, प्रणाली को चालू करने और सौंपने के बाद कुल 8 वर्ष की अवधि के लिए एक सुनिश्चित जीवन और सेवा सहायता प्रदान की जाएगी। बाद के सभी वर्षों के लिए नई अनुबंध राशि निम्नलिखित सूत्र के आधार पर बनाई जाएगी।

The service contract shall be renewed for an additional period of at least 6 years after the initial AMC period of 1 year. In other words, an assured life and service support will be provided for a total of 8 years' period after commissioning and handing over of the system. For all subsequent years the new contract amount will be arrived at based on following formula.

$$A_c = A_p * [15 + 60 X (EPI_c / EPI_p) + 25 X (CPI_c / CPI_p)] * 1/100$$

A_c: चालू वर्ष के लिए अनुबंध राशि। / The contract amount for the current year.

A_p: पिछले वर्ष के लिए अनुबंध राशि। / The contract amount for the previous year.

EPI_c: पिछले वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले विद्युत उपकरण, उपकरण और भागों के लिए थोक मूल्य सूचकांक। / Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for previous year.

EPI_p: चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले विद्युत उपकरण, उपकरण और भागों के लिए थोक मूल्य सूचकांक। / Wholesale Price Index for Electrical Apparatus, Appliances & parts 6 months prior to the commencement date of contract for current year.

CPI_c: चालू वर्ष के लिए संविदा की प्रारंभ तारीख से 6 माह पूर्व औद्योगिक कामगारों हेतु थोक मूल्य सूचकांक (अखिल भारतीय औसत)। / Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for current year.

CPI_p: औद्योगिक श्रमिकों के लिए थोक मूल्य सूचकांक (अखिल भारतीय औसत) पिछले वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले। / Wholesale Price Index for Industrial workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

अनुबंध की अवधि के दौरान, एएमसी के लिए अनुबंध समझौते में वर्णित आवृत्ति के अनुसार सिस्टम को सेवित और रखरखाव किया जाएगा ताकि यह सुनिश्चित किया जा सके कि सभी सिस्टम उपकरण सामान्य और संतोषजनक रूप से कार्य कर रहे हैं। नियमित रखरखाव में सभी उपकरणों की सफाई भी शामिल होगी।

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for AMC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment.

यदि फर्म के पास ई-मेल या टेलीफोन द्वारा शिकायत दर्ज करने के 24 घंटे के भीतर गलती को ठीक नहीं किया जाता है, तो ₹ 200.00 प्रति दिन या उसके हिस्से की दर से जुर्माना लगाया जाएगा जो एसी की एएमसी

लागत के अधिकतम 25% के अधीन होगा और ठेकेदार द्वारा मांग पर देय होगा या बैंक द्वारा ठेकेदार को देय किसी भी देय राशि से वसूल किया जाएगा या बैंक गारंटी लागू करके।

If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over a telephone, a penalty at the rate of ₹200.00 per day or part thereof will be levied subject to maximum of 25% of the AMC Cost of the AC and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor or by invoking the Bank Guarantee.

26. कार्य पूरा न करने पर हर्जाना: यदि संविदाकार, संविदा में निर्धारित समाप्ति अवधि के भीतर कार्य पूरा नहीं करते हैं तो कार्य आदेश के 0.25% मूल्य से लेकर अधिकतम संविदात्मक मूल्य के 10% तक प्रति सप्ताह की शर्त पर परिनिर्धारित हर्जाने की कटौती की जाएगी।

Damages for non-completion: If the Contractor fails to complete the works within tender specified completion period, 0.25 % of the value of work order will be deducted per week subject to a maximum of 10% of the contract amount as liquidated damages.

27. विवाद / विसंगति के मामले में, सभी उद्देश्यों के लिए अंग्रेजी में समझौते की शर्तों पर विचार किया जाएगा।
In case of dispute / discrepancy, the agreement clauses in English will be considered for all purposes.

मैं / हम घोषणा करते हैं कि मैंने/हमने संविदाकार के लिए उपर्युक्त अनुदेशों को पढ़ लिया है।

I / We hereby declare that I/We have read and understood the above instructions to the contractors.

हस्ताक्षर खंड / Signature Clause

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो / If the contractor is a partnership or an individual.

जिसकी गवाही में बैंक और ठेकेदार ने इन उपहारों के लिए अपने-अपने हाथ रखे हैं और इसके दो डुप्लिकेट यहां पहले दिन और वर्ष के ऊपर लिखे गए हैं।

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

यदि संविदाकार एक कंपनी है तो / If the contractor is a company

जिसके साक्षी में बैंक ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इन उपहारों को अपने हाथ में रखा है और ठेकेदार ने अपनी सामान्य मुहर को यहां चिपका दिया है और उक्त डुप्लिकेट / ने इन उपहारों और उक्त दो प्रतियों को अपनी ओर से निष्पादित किया है, दिन और वर्ष पहले ऊपर लिखा गया है।

IN WITNESS WHEREOF the Bank 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.

भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और सुपुर्द किया गया
SIGNED AND DELIVERED by the Reserve Bank
of India by the hand of
श्री / श्रीमती / Shri / Smt.

.....
(नाम और पदनाम / Name and designation)
.....
.....

निम्नलिखित की उपस्थिति में / In the presence of
(साक्षी / Witness 1)

.....
(साक्षी / Witness 2)

द्वारा हस्ताक्षरित और सुपुर्द किया गया
SIGNED AND DELIVERED BY
श्री / श्रीमती / Shri / Smt.

.....
(नाम और पदनाम / Name and designation)
.....
.....

निम्नलिखित की उपस्थिति में / In the presence of
(साक्षी / Witness 1)
.....
.....

.....
(साक्षी / Witness 2)
.....
.....

यदि पक्षकार एक साझेदारी फर्म है या किसी व्यक्ति को सभी या सभी भागीदारों की ओर से हस्ताक्षरित होना चाहिए।

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

यदि ठेकेदार अपनी सामान्य मुहर के तहत हस्ताक्षर करता है तो हस्ताक्षर संस्था की अंतर्नियमावली में उनके सीलिंग खंड के साथ मेल खाने चाहिए।

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

भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और सुपुर्द किया गया
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of श्री / श्रीमती / Shri / Smt.

.....
(नाम और पदनाम / Name and designation)
.....
.....

निम्नलिखित की उपस्थिति में / In the presence of (साक्षी / Witness 1)

.....
(साक्षी / Witness 2)

द्वारा हस्ताक्षरित और वितरित किया गया
SIGNED AND DELIVERED BY श्री / श्रीमती / Shri / Smt.

.....
(नाम और पदनाम / Name and designation)
.....
.....

की उपस्थिति में / In the presence of (साक्षी / Witness 1)

.....
(साक्षी / Witness 2)
.....
.....

चाहे कंपनी हो या व्यक्ति, ठेकेदार मुख्तारनामा के द्वारा हस्ताक्षर कर रहा है।
The Contractor is signing by the hand of power of attorney whether a company or individual.

यदि ठेकेदार अपनी सामान्य मुहर के तहत हस्ताक्षर करता है तो हस्ताक्षर खंड को संघों के लेखों में उनके सीलिंग खंड के साथ मेल खाना चाहिए।
If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

खंड II / Section II
व्यावसायिक शर्तें / Commercial Conditions

Part I - Commercial Conditions:

Only those contractors who have minimum 5 years' experience in the field of undertaking similar works viz SITC of IPCCTV System and associated works for the office buildings / commercial premises / industrial houses (Works completed on or before November 30, 2019) as per **Format 2 of Annexure - A.**

AND

have executed similar works successfully, during the last 5 years (works completed on or after November 30, 2019) as per **Format 3 of Annexure – A**, 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 as per **Format 4 of Annexure – A.**

AND

(e) Have a service set up in Chennai for rendering after sales service as per **Format 6 of Annexure – A.**

Bidders should submit the following documents in respect of their eligibility:

- a. Copies of detailed work order indicating scope and value of works for indicating the experience as per **Format 2 of Annexure - A.** Date of one work order shall be on or before November 2019 for the proof of 5 years' experience in the field of work. The work orders for the purpose of eligibility should be on the name of the participating firm only.
- b. Completion certificate obtained from the clients in prescribed format as per **Format 3A of Annexure – A** for qualifying works and proof for TDS in case the client is a private company / firm.
- c. List of completed works with all the details as per **Format 3 of Annexure – A.**
- d. Audited financial statements including balance sheet, profit and loss statement, ITR acknowledgement copies for last 3 financial years i.e., FY 2021-22, FY 2022-23 and FY 2023-24 as per **Format 4 of Annexure – A** for the purpose of turnover.
- e. Banker's Solvency Certificate as per **Format 5 of Annexure – A.**
- f. Details of service setup with proof for existence of service set up - as per **Format 6 of Annexure – A.**
- g. Details of Bankers as per as per **Format 5A of Annexure – A.**
- h. Copy of Power of Attorney as per **Annexure – B.**
- i. Brochures of major components (NVR, Camera, PoE Switch, HDD, Monitor) with complete specification details.

- j. Scanned copy of Part I of the tender (Signed and stamped) document needs to be uploaded on MSTC site.
- k. Declaration regarding country of origin as per **Annexure – G**.

Only tenderers who qualify as above will be eligible to 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.

1. Pre-bid meeting will be held at **11.00 Hrs on December 26, 2024** 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 study the tender documents and be present.
2. A tender submitted by a firm who is found to be not submitting the above details will be liable to be rejected.
3. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 15:00 Hrs on January 07, 2025. Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.
4. 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).
5. **Earnest Money Deposit (EMD):** The tenderers shall pay EMD for a sum of ₹19,400.00 (Rupees nineteen thousand four hundred only) to Bank account of Reserve Bank of India through NEFT or by a demand draft acceptable to the Bank in favour of Reserve Bank of India, Chennai drawn on a scheduled Bank or Bank Guarantee as per **Annexure – K** valid for 6 months, along with Part I of the tender on or before **11:00 Hrs on January 07, 2025**. 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.

The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, will be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding

6. **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.
7. 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.

8. **Completion of work:** The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **08 weeks from the 10th date of issue of work order.**
9. **Damages for non-completion on time:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Bank 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 Bank may deduct such damages from any money due to the Contractor.
10. **Service set-up:** The tenderers shall indicate details of the service center at Chennai, staff strength, contact numbers and the availability of spares for the system as per **Format 6 of Annexure – A.**
11. **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) in addition to any number of breakdown calls during this period.
 - b. The tenderers shall also quote their charges separately for comprehensive annual maintenance service (CAMC) 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 CAMC shall be renewed for minimum period of 7 years from expiry of DLP.
 - c. The charges for comprehensive annual maintenance service shall include replacement of installed 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 caused by the external entities/forces shall not be covered under CAMC and shall be paid separately by the Bank for such repairs.
 - d. Penalty for delay in service during warranty and AMC period.

S. No	Defect type	Rectification time	Penalty
1	Any defects resulting in total	12 hours	₹1000.00 per day

	failure of the system		
2	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	₹ 200/- per day

12. **Note: Notwithstanding the above penal provisions, in addition to the penalty, the Bank reserves the right to encash the BG submitted for the due fulfilment of the terms and obligations the DLP and CAMC contract. Penalty will be subject to ceiling of 25% of CAMC annual charges.**

The service contract shall be renewed for a further additional period of at least 6 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.

$A_C = A_P * [(15+60x(EPI_C/EPI_P) + 25x(CPI_C/CPI_P))] * 1/ 100$	
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:

Tender will not only be evaluated based on capital cost but also taking into account the rate quoted for Maintenance Service Contract for 7 years after the defects liability period. Tenders will, therefore, be evaluated on the total cost of ownership (TCO), which will be arrived at as under:

Quoted cost (after deducting buy-back amount) + NPV of quoted amount for Maintenance Service Contract:

For calculating NPV, following factors will be applied:

- Escalation: 5% per annum
- Discount Factor: 8 % per annum

Period of Maintenance Service Contract: 7 years (after defects liability period of 01 year)

Payment Terms: half yearly payment after satisfactory completion of services.

TCO =Quoted Cost of new equipment + Quoted AMC * 5.63218.

Minimum Base Rate for Comprehensive CAMC: In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital Cost (Excluding Buyback), then 5% (Five) of the quoted capital cost shall be considered for Calculation of Total Cost of Ownership.

14. **Performance Bank Guarantee (PBG):** The Bank Guarantee of 10 % of the contract amount valid for initial 4 years shall be submitted by the contractor for due fulfillment of the terms and obligations of the Contract for DLP and CAMC period (Annexure IV) on award of the contract. Further, the Bank Guarantee shall be renewed with a validity of 4 years CAMC period + Six months (Till the end period of 8th year from the date of virtual completion + six months) before the expiry of the initial 4-year Bank Guarantee. The Bank has the right to invoke the PBG to compensate any violation of the DLP and AMC terms by the contractor. Non submission of PBG shall lead to recover the amount from any dues payable to the contractor at Bank rate.
15. **Terms of payment:** 100% of the final measured value of work against supply, installation, testing, commissioning and handing over of the systems to the Bank, subject to statutory deductions, will apply to the contract.
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 the Bank and the contractor with the Bank being mentioned at first (Principal)** and deposit such policy or policies with the Bank 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 for all the workmen deployed by you in the work shall be taken such that the policy covers minimum wages or actual salary paid for each of the workmen, in case of any mishap / accident.
 - c. The minimum coverage under the Third-Party Liability Policy shall be ₹2 lakhs per person for any one accident or occurrence and ₹5 Lakh in respect of damage to property for any one accident or occurrence, subject to an overall liability of ₹10 lakhs.
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 as per the **Format 5A of Annexure – A.**
20. The tenderers are requested to fill in the enclosed check list as per the **Section IX** 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

21. **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.
22. **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
23. 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 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 Bank and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

24. **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 Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank 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 Bank shall be entitled to claim damages and pursue legal remedies.
25. The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint.
- a. 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.
 - b. 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.
 - c. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

26. The clauses 23 and 24 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.

Place:

Date:

Signature and Seal of The Contractor

खंड III / Section III
सुरक्षा कोड / 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.

अग्नि सुरक्षा / Fire Safety

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

Place:

Date:

Signature and Seal of The Contractor

खंड IV / Section IV

इसमें इससे पूर्व उल्लिखित शर्तें / 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) "The Bank" 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 Bank 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 (SITC) of IPCCTV System in Choolaimedu Quarters, 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 the Bank'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 Bank shall form a supplementary tender. The Bank 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 Bank 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 shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Bank 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 Bank 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 Bank, 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 Bank necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Bank 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 Bank 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 Bank 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 Bank 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 Bank and the value of such extra's alterations, additions or omission shall, in all cases, be determined by the Bank 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 require.

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

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

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Bank.
- (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 of 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 considered to be the property of the Bank:

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 Bank and they shall not be removed except for use upon the works, without the written authority of the Bank. The Contractor shall be liable for any loss of, or damage to, such materials.

- 19. Removal of improper work :** The Bank 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 Bank 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 Bank 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 Bank from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Bank, 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 Bank 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 Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Bank 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 Bank 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 Bank 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 Bank.
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 Bank 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 Bank'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 Bank 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 Bank and Sub-Contractor.

23. **Other persons employed by Bank:** The Bank 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 Bank. 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, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank 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 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 Bank against all claims which may be made against the Bank 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 Bank 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 Bank, against all claims which may be made upon the Bank 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 Bank 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 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 Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and in respect of any award of compensation or damages arising therefrom.

The Bank 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 Bank'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 Bank 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 Bank" only. **The contractor shall deposit the policy and receipts for the premium with the Bank within twenty-one days from the commencement of the works.** In default of the contractor, insuring as provided above, the Bank 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 Bank 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 Bank 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 Bank the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Bank 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 Bank 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 Bank's instruction**: If the Contractor after receipt of written notice from the Bank requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Bank 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 Bank as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Bank**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

Or shall assign to sublet this Contract without the consent in writing of the Bank 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 Bank 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 Bank 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Bank and the expenses or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, 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 Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Bank 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 Bank, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

32. **Certificates and Payments:** The Contractor shall be paid by the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 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 Bank 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 Bank 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 Bank to recover the sum.
37. **Bank entitled to cover compensation paid to workman:** If, for any reason, the Bank 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank 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 Contractor to the Bank. The Bank 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 Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.
38. **Abandonment of works:** If at any time after the acceptance of the tender, the Bank 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 Bank 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 Bank and return it to the Bank, if required by the Bank, 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 event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Bank 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 the Bank 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 Bank 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:

Date:

Signature and Seal of The Contractor

खंड V / Section V
विशेष शर्ते / 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 contractor 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 contractor 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 contractor 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:

Signature and Seal of The Contractor

खंड VI / Section VI**इसमें इससे पूर्व उल्लिखित अनुबंध / Appendix Hereinbefore Referred To**

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 th day from the date of award letter.
4.	Period of completion	08 weeks from the 10 th 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

Place:

Date:

Signature and Seal of The Contractor

खंड VII / Section VII
तकनीकी विशिष्टताएँ और कार्य का दायरा / Technical Specifications and Scope of work

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for supply, installation, testing and commissioning of the IP CCTV System as defined. IP CCTV System shall consist required number of Network video recorder with HDD disk, IP Cameras, Power supply or POE Switches, integrating workstations with the system, including providing software (shall be included in the system installation), Network Switches Ethernet Ports, LED TV, keyboard, Cat 6 cable, Optic Fiber cable, Mounting Rack, Camera Mounting stand/Pole, Conduit Pipe with related civil works etc. installation, testing and commissioning.

The contractor shall execute the whole & every part of the work in the most substantial manner and both as regard to materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm the execution of work exactly, fully and faithfully to designs, drawings & instructions in writing in respect of the work assigned by the Bank's Engineer.

Testing of equipment/system: Test certificates for all the tests specified for the factory- built component parts of the CCTV system shall be submitted by the Bidder along with the bid.

Testing at site after completion of installation: On completion of the installation, the contractor shall conduct a system acceptance test. The contractor shall propose a detail system acceptance test plan, which shall be jointly reviewed by RBI officials and the contractor.

Acceptance of system: After completion of the system performance tests a joint acceptance inspection shall be carried out by Bank's Engineer and the representative of the contractor. The purpose of this inspection shall be to determine that the system has been furnished and installed as specified. If the system is not acceptable for reasons of non-compliance to the drawings and specifications, the contractor shall make immediate corrections within the construction schedule. A final acceptance inspection shall be done to de o determine all corrections have been made.

Training: The contractor shall include in his tender cost of training of Bank's technical staff, security officers, Assistant Care Taker, Security Guards. Initial training of operating and maintenance personnel shall be provided at site to ensure competence in the operation and maintenance of the system provided. The training programme shall include but not limited to the following elements:

The below compliance to be furnished by the firms without fail. The tender of the firm not furnishing the data is liable for rejection. Replies like 'as per manufacturers standard', 'shall be furnished later", 'as per propriety design" etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete.

DETAILED SPECIFICATIONS: (please indicate in deviation sheet if not)**1. Network Video Recorder:**

32 Channel NVR	Specifications	Compliance (Yes/No)
Input	32 IP Channels	
Output	2 HDMI (Supports 4K), 1 VGA	
Compression	H.265+/H.265/H.264	
Audio	1IN/1OUT	
Throughput	Minimum 256 Mbps	
Decoding	4x 4K/ 10x 3MP/ 16x 1080P/ 64 x D1	
Digital Zoom	Required	
Split	1x1, 2x2, 3x3, 4x4, 1x5, 1x7, 3x4, 2x8, 1x12, 1x9, 4x9,2x12, 5x5, 6x6, 8x8 and Sequential	
Concurrent Login	Minimum 5	
Recording resolution	12MP, 8MP, 5MP,3MP, 2MP, 720P, D1, CIF	
Pre & Post Recording	Up to 30 Seconds Pre & Post	
Trigger Events	Motion Detection, View Tampering, Tripwire, Object Intrusion, Audio Exception, Missing Object Detection, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera Offline, Camera Online	
SATA Interface	Minimum 4; SATA HDD Capacity 4x 6 TB Minimum	
RAID	0,1	
Network Interface	2 Ports x Ethernet (RJ-45) 10/100/1000Mbps	
USB	Minimum 2 Ports 3.0	
Alarm I/O	1 IN/ 1 OUT	
Third Party Cameras Support	ONVIF	
Operating Temperature	0°C to +50°C	
Connectivity with external hard disk	Yes/No	
Certification	FCC/CE/ BIS/UL/ RoHS/ISO 9001	

Cameras should be remotely monitored through mobile phones through any app/web browser free of cost.	
---	--

2. IP Varifocal Bullet Camera:

Short Range Camera	Specification	Compliance (Yes/No)
Image Sensor	1/2.8" CMOS	
Effective Pixels 2 MP	(1920 x 1080)	
Min. illumination	Color - 0.01 Lux, 0 Lux with IR on	
S/N ratio	> 55 dB	
WDR	120dB	
Lens Focus	VARIFOVAL	
Focal length	2.8-12 mm	
Video Compression	H.265+/H.265/H.264/MJPEG	
Streaming Capability	3 Streams	
Streams	Profile1:1080P(1920x 1080) Profile 2: 720P(1280x720) Profile 3: VGA(640x 480)	
Video		
Frame Rate	1-30 fps minimum	
Day/Night	Automatic	
White Balance	Automatic	
Gain Control	Automatic	
Privacy Masking	Minimum 3 Zones	
Events	Motion Detection, Tampering, Intrusion Detection	
Audio		
Compression	G.711	
Talk Back	Talk Back Support	
Network		
Ethernet	10Base-T/100BaseTx Ethernet (RJ45)	
Interoperability	ONVIF Profile S & G listed on ONVIF website	
Streaming Method	Unicast/Multicast	
Security	Username and Password	
Interface		

Audio	1 in 1 out	
Alarm	1 in 1 out	
General		
Operating Conditions	-20°C to +50°C - less than 95% rh	
ingress protection	IP66, IK10	
Certifications	FCC/CE/ BIS/UL/ RoHS/ISO 9001	

3. POE Switch:

8 Port POE Switch	Specifications	Compliance (Yes/No)
Interface	8 x 10/100/1000BASE-T PoE ports + 2 x SFP ports	
Switching Capacity	Minimum 20 Gbps	
Min. Packet Forwarding Rate	Minimum 14.5 Mpps	
PoE Budget	Min. 120 Watts	
Software Features	Should support Different type of VLAN like 802.1Q, Port based, Auto Surveillance, Auto Voice, etc. should be available for configuration.	
	Switch should support at least 4 nos. IPv4 / IPv6 IP Interfaces.	
	Require prevention of DoS attacks, which include Land, Blat, TCP Null Scan, TCP Xmas Scan and TCP SYNFIN.	
	Switch should able to create a binding table for IP + MAC + Port to prevents a malicious user from spoofing or to restrict the unauthorized users	
	Switch should support surveillance switch mode for easy discovery of ONVIF compliance camera and NVR.	
Certifications	FCC/CE/ BIS/UL/ RoHS/ISO 9001	
Operating Temperature	-5 C to +50 C	
MTBF	Min. 1200000 hours	

Place:

Date:

Signature and Seal of The Contractor

खंड VIII / Section VIII
स्वीकृत मॉडल की सूची / List of Approved Makes

Sl. No.	Equipment	Approved Make	Offered Make
1	Network Video Recorder	Bosch / Axis / Pelco / Godrej / Matrix / Honeywell / Tyco / Panasonic / Samsung / Mobotix	
2	IP CCTV cameras	Bosch / Axis / Pelco / Godrej / Matrix / Honeywell / Tyco / Panasonic / Samsung / Mobotix	
3	Ethernet Ports (PoE)	D-Link / TP Link / NetGear / AE connect	
4	LED monitor	HP / Dell / HCL / LG / Panasonic / Samsung / Sony	
5	Hard Disk	Seagate / Samsung / Western Digital / Toshiba	
6	UTP Armoured Cat-6	Polycab / Finolex / D Link	
7	OFC	Polycab / Finolex / D Link	

Note: The detailed technical specifications and Brochures of the quoted models (Major items) shall be uploaded along with tender documents.

Place:

Date:

Signature and Seal of The Contractor

खंड IX / Section IX
वाणिज्यिक शर्तों की जांचसूची / Checklist of Commercial Conditions

(To be uploaded after filling up with signature)

S. 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	₹ 19,400/- by DD/BG/ NEFT	
3.	Terms of payment	As per commercial conditions para. 16 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	08 weeks from 10 th 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 24 Hours as per clause 12 of section II	
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 8 years from the date of handing over of the installation.	
12.	Penalty clause during AMC period	As per clause 12 of Section II	

Note: 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.

Place:

Date:

Signature and Seal of The Contractor



**संपदा विभाग / Estate Department
चेन्नै / Chennai**

खंड X / Section X

मात्रा के मूल्य-रहित बिल / Unpriced Bill of quantity

**Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at
Bank's Staff Quarters, Choolaimedu, Chennai**

S. No	Item	Quantity
1	Supply, Installation, Testing and Commissioning of Network Video Recorder (NVR) 2 Megapixel and above, Turbo HD capable to connect 32 Channel with minimum two number of SATA, HDMI port, VGA port, USB keyboard, mouse, wires, software etc. complete with requirement of 30 days' storage (min.). Complete in all respect for the commissioning of NVR. (One power point shall be provided nearby and necessary power cable extension for installation and commissioning shall be included in the scope of work)	01 No
2	Supply, Installation, Testing and Commissioning of IP Camera, 2 MP, 3 ~ 5mm focal length, IR, Fixed Bullet Network Camera, weatherproof (IP-67), day/night enabled with all mounting accessories including camera box, stand, I/O Box, patch cord, etc. Complete in all respect for the commissioning of cameras. (Minor civil works/welding works required for installation of cameras are also included in scope of work)	16 Nos
3	Supply, Installation, Testing and Commissioning of 08 Port PoE 10/100/1000 BASE-T POE Ports + 2x SFP Ports smart switch with SFP uplink and all required mounting accessories, SFP Module, Patch cord etc. Complete in all respect for the commissioning of PoE switch.	03 Nos
4	Supply, Installation, Testing and Commissioning of total 12 TB HDD (Storage) to the NVR (Item No: 1) as per standard with all necessary accessories.	01 No
5	Supply, Installation, Testing and Commissioning of suitable size wall mounting rack size 6U outdoor/indoor type as per site requirements for housing Network Video Recorder, POE Switch etc. with all accessories complete. (One power point shall be provided nearby and necessary power cable extension for installation and commissioning shall be included in the scope of work)	03 Nos

6	Supply, laying, testing and commissioning of Cat -6 Armoured cable suitably mounted on wall/ceiling through PVC conduits with GI saddles & spacers etc. or in excavated trench through HDPE Pipe (Sl. No.8) including proper termination etc. complete as per site requirements and as directed by Bank's engineer.	1500 Mtr
7	Excavation of trench in soft, hard earth area after cutting of the road or careful removal of paver blocks as per the site requirement at the size of 300 mm depth, providing of sand cushion, refilling of earth after laying of cable in suitable size HDPE pipe, setting of excavated area complete after restoring the site in its original condition by providing PCC in road cutting area or placing the removed paver blocks and finishing in good manner complete with all materials as per site requirements and as directed by Bank's engineer.	500 Mtr
8	Supply, laying, testing and commissioning of 6 core Single-mode Outdoor OFC cable suitably mounted on wall/ceiling through PVC conduits with GI saddles & spacers etc. or in excavated trench through HDPE Pipe (Sl. No.8) including proper termination etc. complete as per site requirement and as directed by Bank's Engineer.	500 Mtr
9	SITC of 32" Colour Display Panel Full HD LED Monitor for 24x7 operation for CCTV applications with all mounting accessories, power cable, HDMI cable, signal booster, CAT 6 to HDMI convertors, etc. Complete in all respect. (One monitor is placed inside the security cabin away from the NVR location).	02 Nos
10	All-inclusive comprehensive AMC charges for the whole system. Rate shall be quoted for 1 st year of AMC only.	01 No
11	Rebate offered for dismantling and buy back for old CCTV System.	01 Job

Note:

1. The above table is given for illustrative purpose only and the price should be entered only through MSTC website.
2. Please quote the rate per unit (a) Excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.
 - i. $(a * \text{Quantity} * 1.18)$ for items 1 to 9
 - ii. $(a * \text{Quantity} * 5.63218 * 1.18)$ for item 10
 - iii. $(a * \text{Quantity} * 1.18 * 1.01)$ for item 11
3. Tenders will be evaluated based on Total Cost of Ownership (TCO).
 $\text{TCO} = \text{Net Total (items 1 to 9)} - \text{Rebate (item 11)} + \text{Quoted AMC (item 10)} * 5.63218$

Place:

Date:

Signature and Seal of The Contractor

ANNEXURES TO VARIOUS SECTIONS**अनुलग्नक - A / Annexure - A.****अर्हता / पात्र मानदंड के फॉर्म / Qualification / Eligibility Criteria forms.****फॉर्मेट 1 / Format 1****मूलभूत सूचना / Basic Information.**

1(a)	Name of the Contractor / firm.	
2.	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc, or MSME Registration etc., (upload the relevant documents in support thereof).	
2(a)	Name of the proprietor or Partners / directors of the organization / firm.	
3(a)	Registered Address.	
3(b)	Address for correspondence.	
4(a)	Contact person.	
4(b)	Designation.	
4(c)	Telephone No.	
4(d)	Mobile No.	
4(e)	FAX / Tele-fax:	
4(f)	e-mail id.	
5(a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any.	
6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 2 / Format 2

कार्य का पूर्व अनुभव / Previous work experience
List of important similar works executed by the contractor / firm
(Works completed before November 30, 2019).

Sl. No.	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 2ए / Format 2A**समान रूप के महत्वपूर्ण 'हस्तगत' कार्यों की सूची / List of important similar works 'in hand'**

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi- Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 3 / Format 3

पिछले पांच वर्ष के दौरान पूरे किए गए समान रूप के पात्र कार्य (कार्यो) (अर्हक) का ब्योरा / Details of similar eligible work(s) (qualifying) completed during last five years ending November 25, 2024 from December 01, 2019 [Work(s) costing above the minimum value specified in pre-qualification criteria].

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/client and also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders' client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason for delay if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation / Arbitration if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6a	6b	7a	7b	7c	8	9	10	11

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.

2. For each of the qualifying works, client certificate as per Format 3A shall be submitted.

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 3ए / Format 3A

**संविदाकार के कार्यनिष्पादन संबंधी क्लायंट प्रमाणपत्र / Client's certificate regarding
performance of contractor
(On Client's Letter Head)**

Name & address of the Client:

Details of Works executed by Shri / Smt. / M/s

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

Signature & Seal of authorized signatory

Regarding performance report/clients' certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or

an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled .in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Shri Reserve Bank of India, Chennai for each of the Prequalification works.

Note: The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted

फॉर्मेट 4 / Format 4**वित्तीय सूचना / Financial information**

Sr.no.	Details	Financial Year		
		2021-22 ₹ in lakh	2022-23 ₹ in lakh	2023-24 ₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit / Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant, as a proof of creditworthiness.
- ii. Submit supporting documents

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 5 / Format 5

बैंकर ऋण-शोधनक्षमता प्रमाणपत्र का फॉर्म / Form of Bankers' Solvency Certificate from a Scheduled Bank

(On Bankers' Letter Head)

Place:
Date:

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

Madam,

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

फॉर्मेट 5ए / Format 5A**बोलीदाताओं के बैंकर का ब्योरा / Details of Bidder's Banker**

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Place:

Date:

Signature and Seal of The Contractor

फॉर्मेट 6 / Format 6

कार्य-स्थल में सर्विस व्यवस्था का ब्योरा / 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	

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - B / Annexure – B

**प्राधिकृत हस्ताक्षरकर्ता के लिए मुख्तारनामा का प्रारूप / Format for Power of attorney
for authorized signatory**

(On Non-Judicial Stamp Paper of appropriate value)

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

..... (Name and
residential address of Power of Attorney holder) who is presently employed with us and holding
the position 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 tender for **“Supply, Installation, Testing and
Commissioning (SITC) of IPCCTV System at Bank’s Staff Quarters, Choolaimedu,
Chennai”** including signing and submission of all documents and providing information /
responses to Estate Department RBI, Chennai representing us in all matters before RBI
Chennai, and generally dealing with RBI Chennai in all matters in connection with our proposal
for the said Project.

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

Note

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

Signature/(s) of the Contractor

Name/s

Stamp / Seal of the Contractor

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

अनुबंध - C / Annexure – C**तकनीकी उल्लंघन, यदि कुछ हो की अनुसूची / Schedule of Technical Deviations if any**

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

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

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - D / Annexure – D
जमानती जमा के लिए कार्यनिष्पादन बैंक गारंटी का प्रारूप / Proforma of Performance
Bank Guarantee for Security Deposit

(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
16, Rajaji salai
Chennai- 600 001

Madam,

In consideration of your agreeing to accept the security deposit of INR ____ (INR _____ only) furnish able to you by M/s _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for **Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank’s Staff Quarters, Choolaimedu, Chennai** 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

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

BRANCH MANAGER (Banker's
Seal with Address)

अनुबंध - E / Annexure – E

ईसीएस एनईएफटी /मैन्डेट का प्रारूप / 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)

Details of the Vendor										
1	Name of the Vendor									
2	Address of the Vendor									
3	Email ID of the Vendor									
4	Phone Number									
5	Mobile Number	0								
6	Contact Person									

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor										
1	Name of the Bank									
2	Name of the Branch									
3	Address of the Bank Branch									
4	IFS Code (11 digits)									
5	MICR Code (9 digits)									
6	Bank account type (SB-10/ CA-11 / CC - 13)									
7	Core Banking Account No.									

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card
- (3) Proof of GST registration

The Mail ID of Estate Department for Communication: estatechennai@rbi.org.in

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - F / Annexure – F
शिकायत एस्कलेशन मैट्रिक्स / Complaint Escalation Matrix

S. No	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - G / Annexure – G

भारत के साथ सीमा साझा करने वाले देश के संबंध में बोलीकर्ता द्वारा प्रस्तुत वचनपत्र / प्रमाणपत्र का प्रारूप / घोषणा / Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To

The Regional Director
Reserve Bank of India
16, Rajaji salai
Chennai- 600 001

Madam,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, Chennai.

I / We (Name 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. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)
- is not from a country sharing land border with India, or
 - is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - is from a country sharing land border with India where Government of India has extended lines of credit, or
 - is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

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

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

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - H / Annexure – H

**सार्वजनिक संस्थाओं के विवर्जित करने का वचनपत्र घोषणा / / Undertaking / Declaration
of debarment of Public Institutions**

**(To be submitted by tenderers on their letters head duly sealed and signed by
authorised signatory)**

To

The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Madam,

**Subject: Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at
Bank's Staff Quarters, Choolaimedu, Chennai.**

1. I / We certify that..... (Name of the Bidder)
 - a) have not been suspended / delisted / blacklisted / banned or any such process initiated against the company / entity or its directors, by any Statutory Authorities / organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
 - b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
 - c) have not rescinded / abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
 - d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

1. I / We know and understood that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall 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.

Place:

Date:

Signature and Seal of The Contractor

अनुबंध - I / Annexure – I

बोलीकर्ता द्वारा रखरखाव पुष्टि के लिए वचनपत्र का प्रारूप / Proforma of undertaking for maintenance confirmation by the bidder

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

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Madam,

Name of Work: **Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, Chennai.**

We hereby undertake to maintain the DG Sets to be installed by us in your above premises satisfactorily, for a period of not less than 08 years after expiry of the two-year defect liability / warranty period, at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

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

Yours faithfully,

(.....)
Authorized Signatory

(Name and Address of the Company with Company Seal)

Place:

Date:

अनुबंध - J / Annexure – J
संविदाकार द्वारा साइट का दौरा करने संबंधी वचनपत्र का प्रारूप / Proforma of
undertaking for site visit by contractor
(Regarding site visit by the tenderer to understand the work)

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Madam,

Name of Work: **Supply, Installation, Testing and Commissioning (SITC) of IPCCTV System at Bank's Staff Quarters, Choolaimedu, Chennai.**

We,, the tenderer for the above work, hereby confirm that, we have visited the site and understood the proper details of the existing DG sets at the premises, and, the scope of work for the proposed new DG sets.

Yours faithfully,

(.....)
Authorized Signatory

(Name and Address of the Company with Company Seal)

Place:

Date:

अनुबंध - K / Annexure – K
बयाना जमाराशि बोली प्रतिभूति के लिए बैंक / गारंटी का प्रारूप / Proforma of bank
guarantee for Earnest Money Deposit / Bid Security

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Estate Department
Reserve Bank of India
Chennai

Madam,

Name of Work:

Ref: NIT / Advt. No.

Date:.....

WHEREAS

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

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

M/s. (Name of the Tenderer / Bidder) _____, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹. _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

2. We also agree to undertake to and confirm that the sum not exceeding ₹ ____ (Rupees ____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that:

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

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