



भारतीय रिज़र्व बैंक  
संपदा विभाग  
चेन्नै

ई-निविदा आमंत्रित करने की नोटिस

भारतीय रिज़र्व बैंक, चेन्नई ने 'बैंक के स्टाफ क्वार्टर्स, बसंत नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग' कार्य के लिए सीमित ई-निविदा आमंत्रित की है। निविदा प्रक्रिया केवल एमएसटीसी लिमिटेड <https://www.mstcecommerce.com/eprocn> के ई-टेंडरिंग पोर्टल के माध्यम से की जाएगी। सभी इच्छुक बोलीदाता जो व्यापार '₹10 लाख रुपये से ₹25 लाख की सीमा में विद्युत प्रतिष्ठानों के रखरखाव और मरम्मत' के तहत भारतीय रिज़र्व बैंक के साथ सूचीबद्ध हैं, निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करते हैं। जिस कार्य के लिए बोलियां आमंत्रित की जाती हैं, उसका मुख्य विवरण और बोलीदाता को महत्वपूर्ण अनुदेश निम्नानुसार हैं

i.	ई-निविदा सं.	RBI/Chennai Regional office/Estate/27/24-25/ET/623 [DSITC of energy meter at BNQ]
ii.	कार्य का नाम और अवस्थिति	बैंक के स्टाफ क्वार्टर्स, बेसेंट नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
iii.	निविदा आमंत्रण करने वाले प्राधिकारी का नाम व पता	क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, संपदा विभाग, फोर्ट ग्लासिस, 16, राजाजी सालै, चेन्नै – 600001, दूरभाष नं 044 – 25619922 / 25399088 ई-मेल आईडी : <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
iv.	निविदा की अनुमानित लागत	₹14.77 लाख (जीएसटी सहित)।
v.	बयाना जमा राशि (ईएमडी)	कार्य आवंटित होने के बाद सफल बोलीदाता को ₹29,540.00 जमा करना आवश्यक है।
vi.	कार्य पूरा करने की अवधि	कार्य आदेश के 10 वें दिन से 12 सप्ताह।
vii.	(क) निविदा दस्तावेज की उपलब्धता और ई-निविदा पद्धति के माध्यम से डाउनलोड / जमा किए जाने हैं।	बैंक के अनुमोदित ई-निविदा पोर्टल द्वारा <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>
	(ख) पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तारीख।	05 दिसंबर, 2024 से आगे।



viii.	ई-निविदा और लेन-देन शुल्क के भुगतान संबंधी प्रमुख अनुदेश	ई-निविदा पर अनुदेशों के लिए, कृपया निविदा दस्तावेज का <b>अनुबंध - ए: ई-खरीद संबंधी महत्वपूर्ण अनुदेश देखें।</b> ई-निविदा लेनदेन शुल्क का भुगतान, यथा लागू एमएसटीसी वेबसाइट में किया जाए।
ix.	बोली-पूर्व बैठक	ऑफलाइन <b>27 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे</b> (स्थान: भारतीय रिज़र्व बैंक, संपदा विभाग, दूसरी मंजिल, राजाजी सालै, फोर्ट ग्लासिस, चेन्नै-600001)।
x.	तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्य बोली बोली (भाग-II) ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	<b>31 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे से</b>
xi.	बोली (ऑनलाइन) प्रस्तुत करने की अंतिम तारीख व समय - तकनीकी-वाणिज्यिक बोली (भाग-I) और मूल्यगत बोली (भाग-II)	<b>09 जनवरी, 2025 को पूर्वाह्न 11:00 बजे</b>
xii.	तकनीकी-बोली (भाग-I) खोलने की तारीख	<b>09 जनवरी, 2025 को पूर्वाह्न 15:00 बजे</b>
xiii.	भाग-II खोलने की तारीख (मूल्यगत बोली)	यदि बोलीदाताओं द्वारा कोई विशेष शर्तें नहीं रखी जाती हैं तो निविदा का भाग-II (मूल्य बोली) भी उसके बाद उसी दिन खोला जाएगा अथवा भाग II (मूल्य बोली) बाद की तारीख को खोला जाएगा जिसकी सूचना बोलीदाताओं को दी जाएगी।
xiv.	निविदा की वैधता	निविदा के भाग-I के खोले जाने की तारीख से 90 दिन।
xv.	लेनदेन शुल्क	एमएसटीसी पोर्टल में सूचित किए अनुसार लेन-देन शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे /एनईएफटी /आरटीजीएस के माध्यम से
xvi.	निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	a) श्री रमेश एस (सहायक महाप्रबंधक) 044-25619922 / <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a> b) श्रीमती रेवती कोट्टाकोटा (सहायक महाप्रबंधक - इलेक्ट्रिकल) 044-25399261 / <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a>



		c) श्री रणदीप सांगवान (एएम-इलेक्ट्रिकल) 044-25619820 / <a href="mailto:randeepsangwan@rbi.org.in">randeepsangwan@rbi.org.in</a> d) श्रीमती टीएस गोमती, (सहायक प्रबंधक) 044-25399088 / <a href="mailto:tsgomathy@rbi.org.in">tsgomathy@rbi.org.in</a>
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2. पूर्ण विवरण के लिए कृपया निविदा दस्तावेज तकनीकी-वाणिज्यिक बोली (भाग I) और मूल्य-बोली (भाग II) देखें। इसके अलावा शुद्धिपत्र / परिशिष्ट, यदि कोई हो, को बैंक की वेबसाइट <https://www.rbi.org.in/> पर 'निविदाएं' लिंक के तहत और <https://www.mstcecommerce.com/eprocn> पर होस्ट किया जाएगा। बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

**नोट:** यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में सहभागिता केवल आमंत्रण द्वारा की जानी है और यह चयनित खरीदार इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनपेक्षित प्रस्तावों पर विचार नहीं किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेने के इच्छुक हैं, वे प्रक्रिया के अनुसार भारतीय रिज़र्व बैंक में सूची में शामिल होने के लिए आवेदन कर सकते हैं।

श्रीमती उमा शंकर  
क्षेत्रीय निदेशक



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

**ई-निविदा सं.: RBI/Chennai Regional office/Estate/27/24-25/ET/623 [DSITC of energy meter at BNQ]**

**E-Tender No: RBI/Chennai Regional office/Estate/27/24-25/ET/623 [DSITC of energy meter at BNQ]**

**बैंक के स्टाफ क्वार्टर्स, बेसेंट नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।**

**Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, 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 Contractor \_\_\_\_\_

पता / Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

संपर्क सं और ईमेल आईडी

Contact No. & Email Id: \_\_\_\_\_

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## **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.

ब्याज व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा। भविष्य में जारी निविदा में कोई संशोधन/शुद्धिपत्र, यदि कोई हो, केवल आरबीआई की वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित 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.

**ई-निविदा (एसओटी) की अनुसूची**

a. ई-निविदा सं.	<b>RBI/Chennai Regional office/Estate/27/24-25/ET/623 [DSITC of energy meter at BNQ]</b>
b. कार्य का नाम	बैंक के स्टाफ क्वार्टर्स, बेसेंट नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
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: <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
d. काम की अनुमानित लागत	<b>₹14.77 लाख (जीएसटी सहित)।</b>
e. बयाना जमाराशि	कार्य आवंटित होने के बाद सफल बोलीदाता को <b>₹29,540.00</b> जमा करना आवश्यक है।
f. पूरा होने की अवधि।	कार्य आदेश के 10 वें दिन से 12 सप्ताह।
g. ई-निविदा मोड के माध्यम से डाउनलोड / प्रस्तुत किए जाने वाले निविदा दस्तावेज।	बैंक के स्वीकृत ई-निविदा पोर्टल के माध्यम से <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>
h. पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तारीख	<b>05 दिसंबर, 2024 से आगे।</b>
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 <b>27 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे</b> (स्थान: भारतीय रिज़र्व बैंक, संपदा विभाग, दूसरी मंजिल, राजाजी सालै, फोर्ट ग्लासिस, चेन्नै-600001)।
k. <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> में तकनीकी-वाणिज्यिक बोली और कीमत बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू करने की तारीख	31 दिसंबर, 2024 को पूर्वाह्न 11:00 बजे से
l. तकनीकी-वाणिज्यिक बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा बंद करने की तारीख	09 जनवरी, 2025 को पूर्वाह्न 11:00 बजे
m. निविदा खोलने की तारीख और समय	निविदा का भाग I (तकनीकी-वाणिज्यिक बोली) <b>09 जनवरी, 2025 को अपराह्न 15:00 घंटे</b> खोला जाएगा। भाग-II (मूल्य बोली) बाद की तारीख को खोली जाएगी जिसकी सूचना अर्हक बोलीदाताओं को दी जाएगी।

n. निविदा की वैधता	निविदा के भाग-I खोले जाने की तारीख से 03 माह।
o. लेन-देन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान।
p. निविदा आमंत्रित करने वाले प्राधिकारी के कार्मिक का संपर्क विवरण	श्री रमेश एस (सहायक महाप्रबंधक) (044 - 25619922 / <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a> श्रीमती रेवती कोट्टाकोटा (सहायक महाप्रबंधक – इलेक्ट्रिकल) 044 – 25399261 / <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a> श्री रणदीप सांगवान (एएम-इलेक्ट्रिकल) 044- 25619820 / <a href="mailto:randeepsangwan@rbi.org.in">randeepsangwan@rbi.org.in</a> श्रीमती टीएस गोमती, (सहायक प्रबंधक) 044 - 25399088 / <a href="mailto:tsgomathy@rbi.org.in">tsgomathy@rbi.org.in</a>

### Schedule of E-Tender (SOT)

a. E-tender No.	<b>RBI/Chennai Regional office/Estate/27/24-25/ET/623 [DSITC of energy meter at BNQ]</b>
b. Name of work	Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, 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: <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
d. Estimated cost of the work	<b>₹14.77 Lakh (inclusive of GST).</b>
e. Earnest Money Deposit	<b>₹29,540.00</b> is required to be submitted by the successful bidder after the award of the work.
f. Period of completion.	12 weeks from 10 <sup>th</sup> 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 <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a>
h. Date of NIT available to parties to download	<b>December 05, 2024</b> onwards.
i. Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the <b><u>Annexure - 1: Important Instructions for E – Procurement</u></b> of the tender document.  e-Tender transaction fee shall be paid in the MSTC Website as applicable.
j. Pre-Bid Meeting	Offline at <b>11:00 Hrs. on December 27, 2024</b> (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 <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a>	<b>11:00 Hrs. on December 31, 2024 onwards.</b>
l. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>11:00 Hrs. on January 09, 2025.</b>
m. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at <b>15:00 Hrs. on January 09, 2025.</b> Part II (Price Bid) shall be opened on a later date which shall be intimated to the qualified bidders.
n. Validity of the tender	03 months from the date of opening of the PART-I of the Tender.
o. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.
p. Contact details of tender inviting authority personnel.	<ul style="list-style-type: none"> <li>a) Shri Ramesh S (Assistant General Manager) 044 - 25619922 / <a href="mailto:sramesh@rbi.org.in">sramesh@rbi.org.in</a></li> <li>b) Smt. Revati Kottakota (Assistant General Manager – Electrical) 044 - 25399261 / <a href="mailto:revatikottakota@rbi.org.in">revatikottakota@rbi.org.in</a></li> <li>c) Shri Randeep Sangwan (AM-Electrical) 044-25619820 / <a href="mailto:randeepsangwan@rbi.org.in">randeepsangwan@rbi.org.in</a></li> <li>d) Smt. T S Gomathy, (Assistant Manager) 044 - 25399088 / <a href="mailto:tsgomathy@rbi.org.in">tsgomathy@rbi.org.in</a></li> </ul>

**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](http://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](http://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 - 25619922 / [sramesh@rbi.org.in](mailto:sramesh@rbi.org.in)
- b) Smt. Revati Kottakota, Assistant General Manager (Electrical)  
044 - 25399261 / [revatikottakota@rbi.org.in](mailto:revatikottakota@rbi.org.in)
- c) Shri Randeep Sangwan, Assistant Manager (Electrical)  
044-25619820 / [nithinjsebastian@rbi.org.in](mailto:nithinjsebastian@rbi.org.in)
- d) Smt. T S Gomathy, Assistant Manager  
044 - 25399088 / [tsgomathy@rbi.org.in](mailto:tsgomathy@rbi.org.in)

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

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

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

**Special Note towards Transaction fee:**

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

**Note:** Bidders are advised to remit the transaction fee well in advance before the closing time of the event 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:**

**₹29,540.00 Earnest Money Deposit is required to be submitted by the successful bidder after the award of the work.** It shall be remitted to the Bank Account of Reserve Bank of India. The account details for NEFT transactions are as follows.

**Beneficiary Name: RBI CHENNAI**

**IFSC: RBIS0CNPA01**

**Account No: 186003001**

The successful bidder shall send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in).

EMD shall also be submitted in the form of Bank Guarantee (As per the Proforma attached as Annexure II) to **Estate Department, Reserve Bank of India, Chennai - 600001.**

- b) The process involves Electronic Bidding for submission of Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn).
- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-

Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.

- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded at the time of tender submission. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation 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.

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

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

**Important Note:**

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

**खंड I / Section I**  
**निविदा फार्म / Form of Tender**

क्षेत्रीय निदेशक / The Regional Director  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
संपदा विभाग, फोर्ट ग्लेसिस-16, / Estate Department, Fort Glacis-16,  
राजाजी सालै, 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	बैंक के स्टाफ क्वार्टर्स, बेसेंट नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग। Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, Chennai.
(b)	अनुमानित लागत(रु) / Estimated cost	<b>₹14.77 लाख</b> (जीएसटी सहित)। <b>₹14.77 Lakh</b> (inclusive of GST).
(c)	बयाना / Earnest money deposit	कार्य आवंटित होने के बाद सफल बोलीदाता को <b>₹29,540.00</b> जमा करना आवश्यक है। <b>₹29,540.00</b> is required to be submitted by the successful bidder after the award of the work.

(d)	कार्य पूरा करने का अनुमेय समय / Time allowed for completion	कार्य आदेश के 10 वें दिन से 12 सप्ताह। 12 weeks from 10 <sup>th</sup> 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

1. 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.

2. 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.

3. 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 **बैंक के स्टाफ क्वार्टर्स, बेसेंट नगर, चेन्नई में विद्युत ऊर्जा मीटर पैनलों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग** 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 "**Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, 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 मेंविनिर्दिष्ट 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। हालांकि,

ठेकेदार निविदा मात्रा से अधिक किए गए कार्यों के लिए किसी भी भुगतान का हकदार नहीं होगा जब तक कि बैंक के इंजीनियर द्वारा विशेष रूप से लिखित रूप में अनुमोदित न किया गया हो।

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. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

9. समय 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 12 सप्ताह की अवधि, जो कि किसी भी रीति (अर्थात् 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 12 weeks from the 10<sup>th</sup> 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. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

12. 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.

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

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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. 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 द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार 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 workplace (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the

premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor 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.

17. 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.

18. 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.

19. 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.

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

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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**

**Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, Chennai**

**1.0 Instructions to Contractors:**

Reserve Bank of India invites competitive e-tenders/ e-bids for Tender for Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, Chennai. from empaneled contractors. The estimated cost of work is ₹14.77 lakh including GST.

- 1.1. The contractors are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- 1.2. The contractors shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 1.3. A pre-tender briefing meeting of the intending contractors (Off-line Mode) will be held at **11:00 Hrs. on December 27, 2024** (Venue: Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001) **to clarify any point / doubt raised in respect of the tender.** No separate communication will be sent for this meeting. All the intending contractors are advised to study the tender document and to be present in the above meeting. All the points / conditions / specifications requiring clarifications shall be given in writing addressed to Regional Director, Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001 by the intending contractors by **xxxxxxx**. These issues will be discussed, and all the contractors will be advised suitably. The contractors are expected to get all the issues clarified during the above meeting and, should desist from deviating from the Bank's tender conditions/specifications in their tender (Part – I and Part –II)
- 1.4. All information, correspondence letters shall be submitted in duplicate and addressed to Regional Director, Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001.

**2.0 Part I – Technical & Commercial:**

2.1 Part I - This part shall contain the unpriced tender consisting of complete technical specification, documents and commercial terms and conditions. Earnest money guarantee shall be submitted with the original of Part I as mentioned.

2.2 Part I of the tender as submitted/attached shall also contain the following:

- (i) Earnest Money Deposit through NEFT / DD / Bank Guarantee (BG) (proof to be enclosed) issued by a scheduled Bank in India.
- (ii) List of deviations, if any, in commercial terms and conditions.
- (iii) List of deviations, if any, in technical specification.
- (iv) Technical data/drawing sheet as given under shall be filled up giving full information.
- (v) Any other technical information the Contractor wishes to furnish.
- (vi) The contractors are advised to visit the site of installation and acquaint themselves of the site conditions before tendering. An undertaking as per [Annexure - A](#) shall be given on this regard.

### **3.0 Part II – Price bid:**

**3.1** Schedule of Quantities, duly filled-in MSTC website only.

### **4.0 Tender not a Lump sum tender:**

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the Electrical Energy Meter panels to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II) In case of difference in the rate/amount mentioned in words and figures, the rate/amount whichever is lower shall be considered. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

### **5.0 Opening of Tender:**

**5.1** Part I of the tenders will be opened at **15:00 Hrs. on January 09, 2025**, through on-line mode. Price bid (Part II) of only such of those contractors who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible contractors.

### **6.0 Scope of Work:**

**6.1** The Scope of Work involves the replacement of old wooden planks with energy meters and associated fuse units (415 V) of staff quarters of RBI, Besant Nagar, Chennai by commissioning new Energy Meter Panels (415 V) panels as per latest standard. The Energy Meter Panels shall be commissioned using existing incomer/outgoing UG cables/wires. The incomer/outgoing cable/wires shall be disconnected and reconnected as per the directions given by bank's engineer. The work has to be carried out in an occupied residential building and caution must be taken to restore the power (Temporary/Permanent) as early as possible.

**6.2** Responsibility for obtaining all statutory approvals and liaising with electricity supply authority related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee/Application fee/Testing fee/etc. levied by the

Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities. The fee paid to the Government and/or any other authorities will be reimbursed to the contractor on submission of original receipt. The commissioning of the system is the responsibility of the contractor.

#### **7.0 Drawings and Documents:**

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

#### **8.0 Packing and Dispatch:**

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

#### **9.0 Taxes and duties:**

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

#### **10.0 Validity of Tender:**

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

#### **11.0 Language:**

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

#### **12.0 Earnest Money Deposit & Security Deposit during Defect liability period:**

**12.1** ₹29,540.00 is required to be submitted by the successful bidder after the award of the work. It shall be remitted to the Bank Account of Reserve Bank of India after the award

of the work. The Earnest Money Deposit (EMD) is also acceptable in the form of demand draft drawn in favor of Reserve Bank of India, payable at CHENNAI, from any Scheduled Bank or Bank Guarantee in the approved format as per [Annexure - D](#). The EMD paid by the successful contractor shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit under no circumstances, Earnest Money Deposit will not be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work & submission of Performance Bank Guarantee of 10% of the contract value as Security deposit.

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

**12.3 Performance Bank Guarantee:**

A Performance Bank Guarantee (PBG) amounting to 10% of the contract amount, valid for the contract period and additional 1 year from the date of virtual completion, in a form ([Annexure-B](#)) acceptable to the Bank from a Scheduled Bank as security against due fulfillment of the terms and obligations of the Contract during DLP. After successful completion of Defect Liability Period (DLP) of one-year, the Performance Bank guarantee will be released if the system performance is found satisfactory to the Bank's Engineer. Bank has the right to invoke the performance Bank guarantee to compensate any lose to the Bank, due to the faults in the work completed by the contractor.

**13.0 Lowest Tender Not Necessarily to Be Accepted:**

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

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

**14.0 Right to Accept Part Tender:**

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

**15.0 Signing of Contract Agreement:**

**15.1** The General instructions to the contractors and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the contractor shall be the basis of the Purchase Order/final contract to be entered into with the successful contractor.

- 15.2** The contractor shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.
- 15.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.
- 15.4** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful contractor shall be bound to implement the Contract and within fourteen days thereof, the successful contractor shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.
- 15.5** The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

**16.0 Import and Export License:**

- 16.1** Import License, if required, will be obtained by the contractor. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the contractor.
- 16.2** The contractor shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the contractor fails to obtain or maintain the licenses, or if the licenses are withdrawn, the contractor shall restore them within two months from the date of such cancellation/withdrawal. If the contractor fails to restore the export license, the Bank shall have the right to cancel the contract in whole or in part and the contractor shall forthwith return to the Bank all the amounts paid by the Bank to the contractor in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

**17.0 Completion Period:**

- 17.1** Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails

to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the Bank.

**18.0** The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

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

### **19.0 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 works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (RBI should place 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 so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the 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.

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

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

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

**20.0 Warranty/Defect Liability Period:**

(a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified within 3 working days of the observation without any additional cost to the Bank.

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

(c) The Performance Bank Guarantee submitted by the successful contractor towards security deposit shall be valid till end of DLP Period of one year for due fulfilment of the terms and obligations of the service contract.

**21. Terms of Payment:**

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

- a. 70% of the quoted rate against delivery of the material and subject to the submission of the following documents:
  - i. Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, testing and commissioning of the Metering panels have been received at site in good condition and if any shortfall is noticed during installation, commissioning, and testing, they will be supplied without any additional charge to the Bank.
  - ii. Submission of Policies of insurance as per tender conditions.
  - iii. Submission of PBG as per clause No. 12.3 (format attached in [Annexure-B](#))
- b. Balance 30% of the quoted rates after erection, testing & commissioning of the system and handing over to the Bank.

**Other Issues:**

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



- 23.** The contractor must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.
- 24.** A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
- 25.** The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- 26.** The Bank shall identify a suitable electrical point near to the work site for connecting electrical tools. The firm shall consider the work from the above-mentioned electrical point to the complete installation and commissioning of the system. The suitable AC cable/wire or AC power shall be under the scope of work of the contractor as per standard and as directed by Bank's Engineer. The contractor may also consider the cost of the above-mentioned. AC work while quoting the tender.
- 27.** The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 28.** The successful contractor is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- 29.** A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The contractors are expected to explain in detail the various designs in LT panel offered, which would give a more enhanced working and finish.
- 30.** The successful contractor must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

31. The work has to be carried out in an occupied residential building and, therefore, may have to be carried out during restricted hours/ beyond office hours/Saturdays/Sundays/Bank's holidays.
32. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirement of the local public authorities and to the requirements of the State/Central Electrical Inspectorate and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
33. **The successful contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities. The payment made to the authorized institutions will be reimbursed on submission of original receipt.**
34. **The following documents are required to be submitted along with Part-1 documents.**
  - i. All pages of the tender duly signed by the authorized signatory of the bidding firm.
  - ii. Checklist (Section IX), duly filled-in and signed by the authorized signatory of the bidding firm.
  - iii. Signed declaration regarding site visit- [Annexure A](#).
  - iv. Proof of submission of EMD.

I / We hereby declare that I/we have read and understood the above instructions for the guidance of the contractor

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****Interpretation Clause:**

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

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

		sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h)	“The works”	Shall mean the Design, Supply, Installation, Testing and Commissioning of Electrical Energy Meter Panels in RBI Staff Quarters Besant Nagar, Chennai as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

### 1. Scope of Contract:

**Scope of Work:** The Scope of Work involves the replacement of old Electrical Energy Meter Panel for staff Quarters, Reserve Bank of India- Besant Nagar, Chennai by commissioning new Electrical Energy Meter Panel, as per latest standard. The panel shall be commissioned using existing incomer/outgoing UG cables/wires as directed. The incomer/outgoing cable/wires shall be disconnected and reconnected as per the directions given by bank’s engineer. The work has to be carried out in an occupied residential building and caution must be taken to restore the power (Temporary/Permanent) as early as possible.

### 2. Contractor’s Duties:

- a. Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b. Secure and pay for required permits, statutory workman’s compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c. Give required notices.
- d. Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.
- e. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

### 3. Variations to be approved by Bank:

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

### 4. Drawings, Schedule of Quantities & Agreement:

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the

Contractor, he shall forthwith return to the Bank, all Drawings and Specifications to the Bank.

**5. Work sequence:**

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 12 weeks as per the approved schedule. The schedule time frame starts after a notice to proceed, or contract is received from the Bank. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

**6. Contractor's use of premises:**

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

Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

**7. Contractor to provide everything necessary at his cost:**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

**8. No disruption to normal office functions:**

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

9. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Client dictates. Examples of such work include,

without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building. The Contractor shall perform such work during Client dictated hours and shall include all costs in its tender.

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

**11. Protection of Work and Property:**

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

**12. 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No.22 thereof.

13. 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.

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

**15. Setting out of works:**

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this



respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Bank.

**16. Materials and workmanship to conform the descriptions:**

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 Bank's instructions, and the Contractor shall upon the request of the Bank furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require.

**17. Contractor's superintendence and representative on the works:**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as 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 at work. Any directions, explanations, instructions or notices given by the Bank to such representative shall be held to be given to the Contractor.

**18. Dismissal of Workmen:**

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

**19. Access to Works:**

The Bank and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representatives necessary for inspection 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.

**20. Junior Engineer / Assistant Manager (Tech)/Manager (Tech):**

The term "Junior Engineer / Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Bank to inspect the works, the Contractor shall afford every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. They shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially

conferred by a written order with the prior concurrence in writing of the Bank.

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

**22. Assignments and Sub-letting:**

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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

- 23.** No alteration, omission or variation shall vitiate this Contract but in case the Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Bank in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

**24. 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 26 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.

**25. 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.

## 26.Measurement of Works:

The Assistant Manager (Tech) / Manager (Tech) may from time to time intimate to the Contractor and the Bank that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech) / Manager (Tech) 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 Assistant Manager (Tech) / Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Bank shall be included in such measurements.

## 27.Prices for extra etc. ascertainment of:

The Contractor may, when authorized by 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 shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a)	(i)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
	(ii)	Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
(b)		The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
(c)		Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or

	price as in the circumstances he shall think reasonable and proper.
(d)	Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank at or before the end of the week following that in which the work has been executed.
The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 25 hereof.	

**28. Unfixed materials when taken into account to be the property of the Bank:**

Where in any Certificate (of which the Contractor has received payment) the Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the 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.

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

**30. Defects after virtual completion:**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions 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, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by

the Bank or may be deducted by the Bank from any moneys 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 12.6 of section II 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 material supplied by any Sub- Contractor employed on the works who has been nominated or approved by the Bank as provided in Clauses 21 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 provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.

**31. Certificate of virtual completion and Defects Liability Period:**

The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date virtual completion of the system.

**32. Nominated Sub-Contractor:**

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Bank are 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 whom the Contractor shall make reasonable objection or (save where the Bank and Contractor shall otherwise agree) who will not enter into Contract providing.

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

**33. Other persons employed by Bank:**

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

#### **34. Insurance in respect of damage to person and property:**

The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of 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 and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall 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 expense 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 Bank 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 statute 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, 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 Bank from time to time during the currency of the Contract.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person,

animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

The Bank shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or 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.

### **35. Fire Insurance:**

- a. The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire with in the joint names of the Bank and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Bank, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Bank only and the Bank's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Bank. In default of the Contractor insuring as provided above, the Bank on his behalf, may so insure the works and may deduct the premia 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 the 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 the Bank deems fit.
- b. The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Bank (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

### **36. Date of Commencement and Completion:**

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Bank and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank may desire to delay) on or before the "Date of Completion" stated in the

Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

**37. Damages for Non-completion:**

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 35 hereof and the Bank certifies in writing that in his opinion the same ought reasonably to have been completed, 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 moneys due to the Contractor.

**38. Delay and Extension of Time:**

If in the opinion of the Bank , the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the 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 exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works,, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

**39. Failure by Contractor to comply with Bank's instructions:**

If the Contractor after receipt of written notice from the Bank requiring compliance within ten days fails to comply with such further drawings and 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 or may be deducted by him from any moneys due to the Contractor.

**40. 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 supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the



reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank .

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

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

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

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

Or if the Bank determine that the Contractor

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

Then and in any of the said cases, the Bank may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the 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 twenty 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 realized. The Bank shall thereafter ascertain in writing under his hand what (if

anything) shall be due or payable to, or by the Bank , for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank , as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

#### **41. Termination of Contract by Contractor:**

If payment of the amount payable by the Bank 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 at 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.

#### **42. Certificates and Payments:**

The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Bank ) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Bank may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Bank 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 after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Bank of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's

decision shall be final and binding. The Bank shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction. The Bank may by any Certificate make any correction in any previous certificate which shall have been issued by him. No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate. Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Bank.

#### **43. Delayed Payment:**

Any amounts payable by the Bank to the Contractor if not paid within the "Period for honoring Certificates" named 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 such sum ought to have been paid by the Bank until the payment.

#### **44. Matters to be finally determined by Bank:**

The Bank decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2(a), 2(b), 4,7,12,19,28 (a,b,c,d,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, Certificate or valuation of the Bank or any refusal of the Bank to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Bank.

#### **45. Settlement of dispute by arbitration:**

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

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

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying,

neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

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

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

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

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

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

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

**46. 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 or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Bank to recover the sum.

**47. Bank entitled to recover compensation paid to workmen:**

If, for any reason, the Bank is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to 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 Bank to the Contractor under this Contract or otherwise. 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.

**48. Sexual harassment of women at workplace:**

The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee/s 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. 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. 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 payable to the 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 provide a complete and updated list of his employees who are deployed within the Bank's premises.

**49. Non-disclosure and indemnity clause during the execution of work, DL period:**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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. 32 of 64 The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this

agreement for whatever reason.

**50. Abandonment of Works:**

At any time after acceptance of the tender, the Bank shall, for any reasons whatsoever, not require 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 otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

**51. Return of surplus materials:**

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

**52. Right of Bank to terminate Contract in the event of death of Contractor if 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.

**53. Accident Reports:**

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

**54. Marginal Notes:**

The notes in the box and in the catch lines hereto and in the Annex's hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annex's hereto.

Place:

Date:

Signature and Seal of The Contractor

**खंड V / Section V**  
**विशेष शर्ते / Special Conditions**

1. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
2. Permission, if any, required from the local bodies shall be obtained by the Contractor.
3. The intending contractor can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
4. The contractor may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only (only if required).
5. The debris / dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
6. All dismantling work and work generating noise shall be done during the day time.
7. The contractor shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
8. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
9. The contractor shall use only approved brands of materials.

Place:

Date:

Signature and Seal of The Contractor

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

1.	Defects Liability Period	12 Months from the date of handing over of the system referred to in Section II Clause 21
2.	Period of Final Measurement	3 months.
3.	Date of Commencement	10 <sup>th</sup> day from the date of letter of acceptance.
4.	Date of Completion	12 weeks from 10 <sup>th</sup> day from the date of letter of acceptance.
5.	RA Bill amount	₹7 lakh.
6.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value of the delayed period
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% 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**

This Section covers the detailed requirements of Electrical panel for 415 V, 3 phase 50 Hz, 4 wire system. These shall be branded and/or assembled/ fabricated from a factory of repute. All switchgears shall be fully rated at an ambient of 40°C.

**1. General Requirements:**

1.1 The Scope of Work involves the replacement of existing wooden planks with energy meters and associated fuse units at Staff Quarters, Reserve Bank of India-Besant Nagar, Chennai by commissioning new Electrical Energy Meter Panels as per latest standard in the Building Blocks-R, S, T, U, U, V, V, W, X, Y, Z, AA, AA, BB, CC, FF, FF. The LT panel shall be commissioned using existing incomer/outgoing UG cables/wires. The incomer/outgoing cable shall be disconnected and reconnected as per the directions given by bank's engineer. The work has to be carried out in an occupied residential building and caution must be taken to restore the power (Temporary/Permanent) as early as possible.

1.2. The Electrical LT panels must be fabricated in compliance with prevailing IE Rules and made of minimum 1.6 mm (16 SWG) MS sheets and finished with powder coated as specified in the below table. The LT panels shall be erected above the ground level as directed. A suitable base frame shall be provided along with fabricated LT panel.

1.3. A Gland Plate at bottom shall be provided CRCA steel and the LT Panel shall be properly sealed to avoid entry of any insects, vermin, etc.

**Fabrication Details:**

Sl. No	Description	Details
1	Main Frame (Load Bearing)	16 SWG CRCA Sheet
2	Doors/Covers	16 SWG CRCA Sheet
3	Partitions	18 SWG CRCA Sheet
4	Gland Plate (Removable type)	16 SWG CRCA Sheet
5	Mounting	Wall mounted
6	Degree of Protection	IP 54
7	Gasket	Neoprene Rubber gasket for Doors

**Busbar Details:**

S. No	Description	Details
1	Material	Tinned Copper
2	Sleeves	Heat Shrinkable Sleeve with Colour Code
3	Busbar Size:	200 Amps
	i. Phase	i. 25x6 mm Copper
	ii. Neutral	ii. 25x6 mm Copper
	iii. Earth	iii. 25x3 mm Copper
4	Busbar Support	SMC/DMC
5	Finishing	Epoxy Powder Coated RAL 7032 (Siemens Grey)
6	Meter Chamber	Sealing Arrangement
7	Meter Mounting	On 6mm thickness Removable Hylam Sheet

1.4. Degree of protection – IP rating (IP 54) for meter panels as per the standard.

1.5. The Panel structure, base frame, cable glands and all steel parts shall be earthed properly as per standard. Earthing made of copper earth strips of 25X3 mm size should be provided on either side of the panel to cater the earthing requirement.

1.6. The Panel structure shall undergo SEVEN TANK process surface treatment and finished with powder coating of Siemens grey shade.

1.7. Enamel Danger plates with signage shall be provided on the Panel inscribed in English, Tamil and Hindi languages as directed by the Bank.

1.8. Necessary signage plate should be provided/marked using metallic paint of desired color.

1.9. Necessary metal plate signage should be provided for incomer breaker indicating capacity as directed by the Bank.

1.10. The dimensions of the panels shall be designed liberally allowing suitable access for using the maintenance tools in all cubicles.

1.11. Liberal clearances shall be maintained in all panel cubicles, bus bar chambers and cable alleys by considering the maintenance point of view as per standard and as directed.

1.12. The panel builders are requested to furnish the drawings during detailed engineering and after the approval only the panel should be fabricated. Bank's Engineers have full right to make necessary corrections in the design.

1.13. Electrical panels shall have finger touch protection, for human safety viz. working on one component shall not cause shock to the personnel due to any other live component in the panel. Also, the terminal live parts shall not be accessible by fingers (finger cannot come in contact with live parts of the terminals).

1.14. All the Bus bar shall be of hard drawn tinned copper material and are fitted on insulated DMC supports. Size of neutral bus bar should be same as that of phase bus bars. All bus bars and tapings shall be provided with heat shrinkable type colour coded sleeves for phase identification. Bus bars should be designed to handle sufficient current density as per site requirement.

1.15. Stainless steel bolts / nuts to be used for bus bar chamber covers, panel coupling bolts and for earth bus bar connections.

The Panel shall be indoor type having incoming sectionalizing and outgoing switchgears as specified. The design shall be cubical type. The degree of enclosure protection shall be of IP 54.

### **Bus Bar and Connections:**

The bus bars shall be of tinned Copper of high conductivity electrolytic quality and of adequate section. The bus bar system may comprise of a system of main horizontal bus bars and ancillary vertical bus bars run in bus bar alleys on either side of which the circuit could be arranged with front access cable entries. All connections to individual circuits from the bus bar shall preferably be solid connections; however, flexible connections shall also be permitted as per recommendations of the Panel Manufacturer. All bus bars and connections shall be suitably sleeved / insulated in approved manner.

### **Incomer / Termination**

Incomer termination shall be suitable for receiving underground cables. Existing UG cables shall be terminated as per standard and as directed.

### **Indicating Lamps**

On all the incomers of LT panels, ON/OFF indicating LED lamps shall be provided and shall be suitable for operation on AC supply.

### **Factory inspection by bank's engineers**

After completion of manufacture of panels, the same shall be subjected to inspection and testing at the factory in the presence of Bank's Engineer as per specification. All routine tests shall be carried out and test certificates shall be produced to the department.

### **Installation**

The installation work shall cover assembly of various sections of the panels lining up, grouting the units etc. In the case of multiple panel switch boards after connecting up the bus bars etc., all joints shall be insulated with necessary insulation tape or approved insulation compound. A common earth bar shall be run inside at the back of switch panel connecting all the sections for connection to frame earth system. All protection and other small wirings for indication etc. shall be completed before calibration and commissioning checks are commenced. All relays, meters etc. shall be mounted and connected with appropriate wiring.

### **Tests at Site**

In addition to tests at manufacturer's premises, all relevant pre-commissioning checks and tests shall be done before energization. The following tests are to be particularly done before cable jointing or connecting the bus bar trunking.

(a) Insulation test between MV to earth with 500 volts Megger the insulation resistance shall not be less than 100 mega ohms.

(b) All test results are to be recorded and reports should be submitted to the department.

(c) Continuity checks of wiring, fuses etc. as required.

Place:

Date:

Signature and Seal of The Contractor

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

Item	Make
MCBs	Legrand/ Schneider
Cut out fuse	L&T/ Anchor/ Havells
Cables/ Wires	Polycab/Finolex /RR KABEL
PVC conduit/ bends/ coupling etc	Avonplast/ Polycab/ Precision/Modi
Gland/ Lugs/Socket	Comet/Dowell's/3M or equivalent

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)

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	Rs 29,540/-	
3	Terms of payment	As per Section II, para 22, of the tender	
4	Technical specifications	As per Sections mentioned in tender	
7	Warranty Period	12 months from date of handing over of the entire work.	
9	Completion period	12 weeks from 10th day of letter of award of work as per detailed completion program indicated in Section II, clause 19	
10	Liquidated damages	0.25 % of the contract value per week of delay subject to a maximum of 10% of the contract value of the delayed period	
11	Penalty for delay in providing service	As per Section IV, clause 34	
12	Electrical Inspectorate License	<b>The firm should have a valid Tamilnadu State Licensing Board issued contractor license to carry out the works within Tamilnadu State.</b>	

Part II should not contain any terms. Terms and conditions, if any, incorporated in Part II, will not be 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**

**Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, Chennai.**

S. No:	Description	Qty	Unit
1.	<p><b>EB Meter Panel</b> Design, Fabricating, Supplying, connecting and commissioning of EB meter panel board made of 16 SWG (CRCA) wall mounting cubical type panel with following finished with powder coated paint.</p> <p>a) 3 nos. 200A cutouts with 200A neutral link properly fixed on sheet steel with necessary accessories.</p> <p>b) 200A TPN Copper bus bars (electrolytic copper) The phase bus bar 25mm x 6mm and Neutral bus bar 25mm x6 mm</p> <p>c) The board shall be provided with ring Main earthing using Copper 25mm x 3mm</p> <p>d)space for fixing 5nos directed operated energy meter with 3mm Thickness Removable Hylam or FRP Sheet, Metering Glass and necessary accessories</p> <p>e) 5set of 3nos 63A cutouts with Neutral link</p> <p>f) 4nos 63A 4pole MCB 10KA along with interconnections between bus bar to cut out meter, MCB with 6sqmm FRLS copper wire</p> <p>g) 1no 40A 2pole COS and 32A 2pole MCB along with interconnections between bus bar to cut out, meter, MCB with 6sqmm FRLS copper wire.</p> <p>h) 3nos R, Y, B indication lamps controlled by MCB</p> <p>i) Sealing arrangements shall be provided for the bus bar, cut-out chamber.</p> <p>j) The rate including temporary arrangement for existing meter board while executing civil works</p> <p>k) The rate including existing meter board and incoming &amp; outgoing cable removing with all accessories.</p> <p>Before Fabricating GA drawing of the panel got be approved by Bank Engineers.</p>	17	Nos.
2.	Providing end termination of 4core 120sqmm XLPE insulated power cable of 1.1KV grade armoured aluminium conductor cable using single compression gland with suitable sockets crimping.	17	Nos.

3.	Providing end termination of 4core 10 sqmm/4 core 6 sqmm XLPE insulated power cable of 1.1KV grade armoured aluminium/copper conductor cable using single compression gland with suitable sockets crimping. (if required)	68	Nos.
4.	Charges for Existing DG cable and common circuit wiring rerouting with require all accessories include extension of wires to panel board. The cost including Fabricating, Supplying, connecting and commissioning of Suitable Size Cable entry box made of 16 SWG (CRCA) Sheet and connectors with end terminations using single compression gland with suitable sockets crimping.	17	Nos.
5.	Supply and laying 25mm x 6mm hot dipped galvanized earth strip, welding and joining to the existing earth strip with necessary accessories (such as Coach screws, Bolt, Nuts and Washers, Red DMC Insulator) required for the job as per standard as directed. The Job including Providing and applying Metal Primer and green colour enamel paint For earth strip.	85	Mtr
6.	EB liaising charges for shifting of existing energy Meters 5nos from existing metering Board to new metering panel (17 blocks) (statutory payment for EB will be reimbursed / paid against production of original receipts)	1	Job

**\*The above format is given only for illustrative purpose. Contractors are advised to fill- in their quoted rates only in the format available in the MSTC web portal. No indication of prices shall be furnished along with Part -1 documents. Submission of rates in the 'Unpriced bill of quantity' in physical / hard form and uploading the same in the portal along with Part-1 documents shall be liable to get disqualified.**

Place:

Date:

Signature and Seal of The Contractor



**अनुबंध - A / Annexure – A**  
**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: **Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, 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)**

**अनुबंध - B / Annexure – B**  
**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 **Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank’s staff quarters, Besant Nagar, 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 - C / Annexure – C**

**ठेका श्रम नियमों/विनियमों का अनुपालन न करने पर बैंक को क्षतिपूर्ति देने के लिए प्रपत्र**  
**Proforma for indemnifying the Bank against non-compliance to contract labour**  
**rules / regulations**

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director  
Reserve Bank of India  
Premises Section, CHENNAI, 600001

Madam

**Name of work: Design, Supply, Installation, Testing and Commissioning of electrical energy meter panels at Bank's staff quarters, Besant Nagar, Chennai.**

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

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

Yours faithfully,

For authorized signatory

Place:

Date:

Signature and Seal of The Contractor

**अनुबंध - D / Annexure – D**  
**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).