



भारतीय रिज़र्व बैंक/Reserve Bank of India
सम्पदा विभाग/Estate Department
जम्मू/Jammu

निविदा संख्या/Tender No: E-Tender No: RBI/Jammu/Estate/209/22-23/ET/318

भाग/Part I

भारतीय रिज़र्व बैंक स्टाफ क्वार्टर्स, त्रिकुटा नगर, जम्मू में आईपी आधारित 16 सीसीटीवी कैमरों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu

निविदाकार का नाम/ Name of the Tenderer : _____

पता/Address : _____

मोबाइल नं./ Mob no.: _____

बोली पूर्व बैठक की तारीख और और समय : 29 सितम्बर 2022, सुबह 11:00 बजे से
Date & Time of Pre Bid Meeting : September 29, 2022 from 11:00 A.M. onwards

भाग-I प्रस्तुत करने की नियत तारीख : 11 अक्टूबर 2022, दोपहर 2:00 बजे तक
Due Date of Submission of Part-I: October 11, 2022 up to 02:00 P.M.

निविदा का भाग-I खुलने की तारीख और समय : 11 अक्टूबर 2022, दोपहर 3:00 बजे से
Date & time of opening of Part I : October 11, 2022 from 03:00 P.M. onwards

निविदा अनुसूची / SCHEDULE OF TENDER (SOT)

a. ई-निविदा संख्या/e-Tender no	RBI/Jammu/Estate/209/22-23/ET/318
b. निविदा का प्रकार/Mode Of Tender	ई-अधिप्राप्ति प्रणाली (www.mstcecommerce.com/eprochome/rbi) के माध्यम से ऑनलाइन भाग I – पूर्व योग्यता मापदंड तथा तकनीकी-वाणिज्यिक बोली और भाग II – मूल्य बोली) e-Procurement System (Online Part I –Pre qualification criteria and Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. पक्षकारों के लिए डाउनलोड हेतु उपलब्ध एनआईटी की तिथि Date of NIT available to parties to download	15 सितम्बर 2022 बजे से September 15, 2022 onwards
d. बयाना राशि जमा/ Earnest Money Deposit	प्रत्येक बोलीकर्ता से ₹20,000/- । एमएसई को एमएसई पंजीकरण प्रमाण पत्र प्रस्तुत करने के अधीन ईएमडी जमा करने से छूट दी गई है ₹ 20,000/- from each bidder. MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate
e. बोली पूर्व बैठक / Pre Bid Meeting	सम्पदा विभाग, भारतीय रिज़र्व बैंक, जम्मू में 29 सितम्बर 2022, सुबह 11:00 बजे 11:00 AM on September 29, 2022 at Estate Department Reserve Bank of India, Jammu.
f. www.mstcecommerce.com पर तकनीकी बोली और मूल्य बोली ऑनलाइन प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	15 सितम्बर 2022 बजे September 15, 2022
g. ऑनलाइन ई-निविदा हेतु तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने की अंतिम तिथि। Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	11 अक्टूबर 2022, दोपहर 2:00 बजे तक October 11, 2022 up to 02:00 P.M.
h. भाग I निविदा खोलने की तारीख और समय Date & time of opening of Tender Part I	11 अक्टूबर 2022, दोपहर 3:00 बजे से October 11, 2022 from 03:00 P.M. onwards
j. लेनदेन शुल्क / Transaction Fee	MSTC पोर्टल पर बताए अनुसार एमएसटीसी लिमिटेड को एमएसटीसी पेमेन्ट गेटवे/एनईएफटी/ आरटीजीएस के माध्यम से किया जाना है। Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

भाग/Section I

वाणिज्यिक नियम एवं शर्तें / Commercial Terms and Conditions

निविदा फॉर्म/Form of Tender

क्षेत्रीय निदेशक /Regional Director

भारतीय रिज़र्व बैंक /Reserve Bank of India

संपदा विभाग/Estate Department

जम्मू/Jammu

प्रिय महोदय/ Dear Sir,

एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विनिर्देशों, डिजाइनों तथा मात्राओं की अनुसूची की जांच करने और उक्त ज्ञापन में निर्धारित स्थल का दौरा एवं जांच करने और एवं निविदा को प्रभावित करने से संबंधित समस्त आवश्यक जानकारी प्राप्त करने के पश्चात, हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों की आपूर्ति और निष्पादन को ज्ञापन में निर्धारित समय-सीमा के भीतर संलग्न मात्रा अनुसूची में वर्णित दरों पर और अनुबंध में निर्दिष्ट विनिर्देशों, डिजाइनों और लिखित अनुदेशों के अनुसार करने का प्रस्ताव करते हैं जो हर प्रकार से करारनामा, निविदाकार के लिए पूर्वोल्लिखित सामान्य अनुदेश और विशेष शर्तों, विनिर्देश, डेटा शीट और मात्रा अनुसूची और यथा लागू अन्य शर्तों के अधीन उपलब्ध कराई जाने वाली सामग्री के अनुसार पूरा किया जाएगा।

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 and 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 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)	कार्यों का विवरण/ Description of works	:	भारतीय रिज़र्व बैंक स्टाफ क्वार्टर्स, त्रिकुटा नगर, जम्मू में आईपी आधारित 16 सीसीटीवी कैमरों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu.
(b)	अनुमानित लागत / Estimated cost	:	₹10.00 लाख
(c)	भुगतान का तरीका / Earnest Money	:	₹20000/-
(d)	कार्य प्रारंभ करने के लिखित आदेश की तिथि के दसवें दिन से कार्य पूर्ण करने के लिए अनुमत समय।	:	कार्य आदेश जारी होने के 10वें दिन से 8 सप्ताह। 8 weeks from the 10 th day of issue of work order.

Time allowed for completion of the work from tenth day after the date of written order to commence work.	
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2. यदि यह निविदा स्वीकार की जाती है, हम इसके साथ अनुबंध की उक्त शर्त के नियमों और प्रावधानों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं अथवा उनका उल्लंघन होने पर उक्त शर्तों के अनुसार ऐसी राशि को जब्त करने एवं भारतीय रिज़र्व बैंक को भुगतान करने की सहमति देते हैं, जैसा कि निविदा में निहित शर्तों में निर्धारित है।

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

3. हमने भारतीय रिज़र्व बैंक के पास ₹20,000/- की राशि बयाना राशि के रूप में जमा की है, जिस पर कोई ब्याज देय नहीं है। ऐसा करने के लिए बुलाए जाने पर यदि हम अनुबंध को निष्पादित करने में विफल रहते हैं, तो हम इस बात से सहमत हैं कि यह राशि भारतीय रिज़र्व बैंक द्वारा जब्त कर ली जाएगी। एमएसई को एमएसई पंजीकरण प्रमाण पत्र प्रस्तुत करने के अधीन ईएमडी जमा करने से छूट दी गई है।

We have deposited a sum of Rs 20,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India. MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate.

हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम (या)
Name of the partner of the firm authorized to sign (or)

अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ एटार्नी रखने वाले व्यक्ति का नाम। (पावर ऑफ एटार्नी की प्रमाणित सत्य प्रति संलग्न की जानी चाहिए।)

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

भवदीय / Yours faithfully
संविदाकार के हस्ताक्षर / Signature of Contractor

(साक्षी के हस्ताक्षर और पते / Signatures and addresses of witnesses)

भाग /Section II

निविदाकारों के लिए सामान्य निर्देश और विशेष शर्तें / General Instructions to Tenderer(s) & Special Conditions
भारतीय रिज़र्व बैंक /Reserve Bank of India

Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu.

भाग/Part I – वाणिज्यिक शर्तें/Commercial Conditions

E-Tenders are invited from Original Equipment Manufacturers/Authorized Dealers for the work of Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu. E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 14:00 Hrs on October 11, 2022.**

Only those Original Equipment Manufacturers/Authorized Dealers who have minimum 7 years' experience in the field of undertaking similar works viz. Supply, Installation, Testing and Commissioning of IP based CCTV system during the last 7 years (works completed **on or after July 2015**), executed successfully similar works in government departments/ defence sectors/Public sector undertakings in Jammu individually costing as under:

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

OR

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

OR

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

AND

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

AND

(e) Have a full fledge service set up in **Jammu** (set up should be minimum 7 years old) for rendering after sales service and have all necessary spare parts availability- documentary proof is to be attached.

AND

(f) Have valid ISO 27032:2012, CMMI-5, GDPR certificate for manufacturing or authorized dealer/ Integrator of IP CCTV.

AND

(g) Bidder Should submit a copy of Undertaken/Declaration/ Certificate on their letter head duly sealed and signed by the authorized by the authorized signatory in the format given at **Annexure VIII.**

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated.**

- i. **Copies of detailed work orders indicating scope and value of works. (File name eg: WO1, WO2 etc.) for indicating the experience (works completed on or after July 2015).**

- ii. **Copies of detailed work order indicating minimum 7 year of work experience (any work order showing works completed on or before July 2015).**
- iii. **List of completed works with all the details (File name eg: CW1, CW2 etc.) – In the format of Annexure I**
- iv. **Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2 etc.) – In the format of Annexure II**
- v. **Banker's Certificate as per Annexure V.**
- vi. **Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)**
- vii. **Details of service setup- In the format of Annexure VI.**
- viii. **Details of technical deviations proposed – As per Annexure VII.**
- ix. **The Technical specifications / Catalogues and the names of manufacturers of specified item.**
- x. **Details of Bankers as per Annexure IX**
- xi. **Copy of Power of Attorney as per Annexure X (Original to be submitted by the successful bidder to RBI Jammu)**
- xii. **Submit Annexure XI and Annexure XII as per tender.**
- xiii. **Any other information relevant to the proposed work**

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

2. **Pre-bid meeting:** - A pre-bid meeting will be held at 11:00 AM on September 29, 2022 at Estate Department Reserve Bank of India, Jammu to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.
3. Tenderers are required to submit the details of the works carried out by them during last 7 years along with the name and contact no. of the users of the equipment in the enclosed format.
4. A tender submitted by a firm who is found to be not submitting the above details will liable to be rejected.
5. **Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing prices only latest by 14:00 Hrs on October 11, 2022. Part I will be opened on 15:00 Hrs on October 11, 2022. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial**

conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.

6. **Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 14:00 Hrs on October 11, 2022.**
7. **Vendors are requested to quote the rate including GST for each item as specified in the portal. No change in quoted rates will be accepted.**
8. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. Bank also reserves the right to accept the tender of any firm.
9. **Earnest Money:-** The tenderers shall pay as Earnest Money a sum of **Rs. 20,000/-- (Rupees Twenty Thousand only)**. The Earnest Money Deposit shall be remitted to Bank Account of Reserve Bank Staff. The account details for NEFT/RTGS transactions are as follows.

Account Name : Reserve Bank of India Jammu
Account type : Current Account
Account No : 8714295
IFSC Code : RBIS0JMPA01(0 = zero)
Remarks : IP CCTV Camera

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

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to sumitjain@rbi.org.in, estate@rbi.org.in

No interest will be paid on EMD. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The vendors who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall be released to them without any interest after award of work. MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate.

10. **Validity of tender:-** The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
11. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

12. **Completion of work:-** The entire work of supply of the cameras including license shall be completed within a period of 08 weeks from the 10th day of date of issue of work order.
13. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the cost of work executed per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.
14. **Service set-up:-** The tenderers shall indicate details of the service center as per eligibility conditions.
15. **Warranty/Defect Liability period:** The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of installation. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.
16. The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights and industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
17. All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Jammu.**
18. **Terms of payment:-** The following terms of payment, subject to statutory deductions (TDS on GST & Income tax), will apply to the contract:
 - a. 100% of the payment will be released after satisfactory completion of the said work as per the tender terms and conditions with life time license, test certificate by the OEM, integration, training to the Bank's staff, catalogue and submission of **Performance Bank Guarantee for an amount of 5%** of contract amount valid for four years (1 year of DLP and three years of CAMC) issued by any scheduled bank in India.
19. Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Jammu.
20. The contractors shall enter the technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets).
21. The tenderers shall give the names and postal addresses of their bankers. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them.
22. The tenderers are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO", then only they shall list out the deviations proposed by them in the appropriate column

23. Agreement: The successful tenderer shall execute an agreement with the Bank, on Stamp paper in the format given within 14 days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

24. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere

strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

Section – III

The Conditions Herein before Referred To

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

- a) “Employer” Shall mean the Reserve Bank of India and shall include its assignees and successors.

- b) In the case of company “Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.

- c) “Site” Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.

- d) “This Contract” Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.

- e) “Notice in writing” Shall mean a notice in written, typed or printed or written notice” characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

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

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

h) "The works" Shall mean for Supply of IP CCTV cameras for Reserve Bank of India, Staff Colony, Trikuta Nagar Jammu.

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

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

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

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

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

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

15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

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

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

shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

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

18. **Unfixed materials when taken into account to be the property of the Employer:** Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.
19. **Removal of improper work :** The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.
20. **Defects after virtual completion :** Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and

22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

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

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

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

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

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

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

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

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising 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 Employer's other rights in respect thereof. The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract including fire.

2. Third party liability policy with the limit as under: Rs.10,00,000/- for the Contract period Rs.2,00,000/- per occurrence

25. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
26. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
27. **Delay and extension of time**: If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or l by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
28. **Contractor's failure to comply with Employers instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
29. **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.
Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

31. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.
32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by instalments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "instalment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relive the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4,5, 14, 20 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such

written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

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

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

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman.

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

Abandonment of works

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

Return of surplus materials.

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

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

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

41. Non-disclosure Clause

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

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

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

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

- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

42. Comprehensive Annual Maintenance Service Contract (CAMC) after DLP period:

(a) The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST in respective column in the BOQ.

(b) The system shall be inspected, upkeep/serviced/cleaned periodically/upgrade etc. The periodicity shall be **monthly** basis.

(c) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub-assemblies, found within the CAMC period, shall be rectified / replaced by the Tenderer without any additional cost to the Bank

(d) Penalty for delay in rectification during CAMS:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 2 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day subject to maximum of 10% of the annual maintenance charges, if the defect in the system is not rectified within the period of 2 days during the CAMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

(e) Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMC period shall be **made on quarterly yearly basis** on rendering satisfactory service.

- (b) The service contract shall be renewed for a further additional period of at least 2 years after the initial annual service contact period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15+60x(EPIC/EPIP)+25x(CPIC/CPIP))] x1/100$	
AC	The contract amount for the current year.

AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

43. Evaluation of Tender

(a) Tenders will be evaluated based on capital cost of the system and taking into account the effect of rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 03 years after the expiry of one year of defect liability / guarantee period.

(b) Tenders offers shall be evaluated based on the Total Cost of Ownership (TCO) of owning IPCCTV having 4 years of useful service life. The said NPV shall comprise:

S. No.	Description	Value
1	Capital Cost of IPCCTV Systems	A
2.	Rate for Comprehensive Annual Maintenance Contract (CAMC) for 01 year	B
3.	Multiplying factor for arriving the present value of the future CAMC Payments with the following Assumptions. <ul style="list-style-type: none"> • Discount factor: 8% • Escalation: 5% • Periodicity of CAMC Payment: Half yearly • Defect Liability Period: One year from Handing over of the system • Minimum Period of CAMC: 3 years • The Multiplying Factor (M.F) for working out NPV of CAMC for 3 years after 01 years of DLP shall be 2.55. 	MF

Therefore, the **TCO = A + (B x M.F)**

Note:

- The total cost of ownership (TCO) shall be worked out as above. Tenders will be evaluated mainly on the basis of **total cost of ownership** for the work. TCO is calculated for evaluating tender only and not for any kind of payments.

44. A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

(i)

a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract;

i. failed to disclose conflict of interest

failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

45. Performance Bank Guarantee:

a. After completion of the works, the tenderer shall furnish an amount equal to 5% (five percent) of the contract value for the work in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure III towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract.

This BG for 5% contract value should be valid for a period of FOUR (04) years i.e. (one-year DLP plus three years CAMC).

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of FOUR (04) years (One-year DLP and 03 years CAMC).

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

Place :

Signature of Tenderer

Date :

Name

Designation
Name & seal of the firm

Section – IV

Appendix-I

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award letter.
4.	Period of completion	8 weeks from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	¼% of the contract amount per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Installment after virtual completion	100% of Earnest money deposit shall be released
8.	Interest for delayed payment	3 percent per annum

Place

Date

Seal & Signature of Contractor

Section V
APPENDIX II

Check List

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs. 20,000/-	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Completion period	08 weeks from 10 th day of letter of award of work.	
7	Liquidated damages	0.25% of the contract amount per week of delay subject to a maximum of 10% of the contract amount.	

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

Place

Date

Seal & Signature of Contractor

Schedule of Commercial Deviations

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

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

Seal & Signature of company

Name

Designation

Place:

Date:

Section – VI
Technical Specifications

1. Scope of Work

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for supply, installation, testing and commissioning of the IP CCTV System as defined.

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

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

4 Testing at site after completion of installation:

On completion of the installation, the tenderer shall conduct a system acceptance test. The tenderer shall propose a detail system acceptance test plan, which shall be jointly reviewed by RBI and the tenderer.

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

6 TRAINING

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

A: OPERATING TRAINING

- i) System description including electrical, electronic and mechanical sub-system and their functions.
- ii) System operating procedures.
- iii) System operating characteristics.
- iv) System limitations.
- v) On-site system operation.

B) MAINTENANCE TRAINING

- i) System description including electrical, electronic and mechanical sub-systems and their functions.
- ii) System and component trouble-shooting.

- iii) On-site inspection, operation and maintenance'
- iv) Schedule of maintenance, safety checks and procedures.

7 DETAILED SPECIFICATIONS

IP CCTV System shall consist required number of Network video recorder with HDD disk, IP Cameras, Ethernet Ports, LED Monitor, Cat 6 cable, PS System, Mounting Rack, Camera Mounting angle, Conduit Pipe with related civil works etc. installation, testing and commissioning. The equipment's/ accessories offered must be having the following features and the contractor should indicate its compliance against each item.

1) IP Network VF Bullet cameras:

Make:

Model:

S.No	Description	IP Network VF Bullet cameras specification	Compliance Yes/No
1	Image Sensor	1/3" 4 Mega Pixel progressive scan CMOS	
2	Lens	2.7mm ~13.5mm Motorized lens	
3	Shutter	Auto/Manual	
4	Effective Pixel	2688(H)x 1520(v)	
5	IR Distance	Distance up to 60m	
6	WDR	120dB	
7	Video Compression	H.265+/H.265/H.264+/H.264/H.264B; MJPEG Triple-stream encoding	
8	Gain Control	Auto/Manual	
9	Privacy Mask	4 areas	
10	ROI	4 areas	
11	Motion Detection	4 areas	
12	Audio input	1 port	
13	Audio output	1 port	
14	Alarm input	1 channel	
15	Alarm output	1 channel	
16	Ethernet	1 RJ-45	
17	Micro SD	Supported max 256 GB; NFS	
18	Weather proof Standard	IP67, IK10	
19	Certifications	CE, FCC, ROHS, UL, BIS	

2) 32 Channel NVR

Make:

Model:

S.No	Description	32 Channel NVR specification	Compliance Yes/No
1	Processor	Quad-core embedded processor	
2	IP Video input	32 Channel	
3	Two- way Talk	1-ch input, 2-ch output, RCA	
4	Incoming bandwidth	320Mbps	

5	Outgoing bandwidth	320Mbps	
6	Video Output	2HDMI,2VGA	
7	Compression	Smart H.265+/H.265/Smart H.264+/H.264/MJPEG	
8	SATA	4 SATA interface, 1 eSATA interface	
9	Capacity	Up to 12 TB for each disk	
10	Network interface	2 RJ-45 port(10/100/1000Mbps) Independent or joint Working	
11	Interface ports	Rear panel: 2 USB 3.0 Front panel: 1 USB 2.0, 1RS232 , 1RS485	
12	OSD	Camera title, Time, Camera lock, Motion detection, Recording	
13	Video Resolution	HDMI1: 3840x2160, 1920x1080, 1280x1024, 1280x720, 1024x768 VGA1: 1920x1080,12801024, 1280x720, 1024x768 HDMI2/VGA2: 1920x1080	
14	Trigger Events	Recording, PTZ, Tour, Alarm, Video Push, Email, FTP, Snapshot, Buzzer & Screen tips	
15	Recording mode	Manual, Schedule Regular, MD, Alarm, IVS, Stop	
16	Search mode	Time/Date, Alarm, MD & Exact Search	
17	Alarm Input	16 channel	
18	Alarm output	6 channel	
19	Backup mode	USB Device/Network/eSATA Device	
20	Certifications	CE, FCC, ROHS, UL, BIS	

3) Accessories:

Accessories				Compliance Yes/No
1	Switch	PoE Switch	Gigabit Switch with 4 Gigabit PoE port (10/100/1000Mbps) Switching Capacity 10 Gbps Throughput 7.44Mbps Lightning protection 6KV	
		Gigabit Switch	24 port Gigabit Switch (10/100/1000Mbps) Switching Capacity 48Gbps Lightning protection 6KV in Common mode	
2	HDD	Hard Disk	6TB X 2 no's Internal Hard disk with AV-GP Technology preferred.	
3	Wires	OFC	12 Core Unarmoured Optical Fiber Cables	
		UTP Cable(Cat6)	Heavy Duty Cat-6 Cable	

		Power Cable	2 core, 1.5sqmm Power cable	
4	RACK/Junction box	6U	Rack 6U Fully loaded with all required accessories	
		Junction box	Outdoor weather-proof junction box for PoE switch	
5	Media Convertor		(10/100/1000)Gigabit Media Convertor for OFC	
6	PVC		PVC conduit with saddle for OFC & Cat6 cable	

4. Cat 6 UTP armoured cable:

As per manufacturers recommendations.

5. Camera Mounting pipe:

Size	40 mm dia
Material	GI and heavy duty

6. PVC Conduit:

As per manufacturers recommendations.

**Place
Signature and seal of the contractor**

Date

Section VII

**Approved makes and make offered by the supplier
(to be filled by the contractor)**

Sl.No	Description of the Item	Approved makes	Make offered by the contractor
1.	4MP IP VF Bullet Camera as per tender specifications.	Axis, Bosch, Panasonic, Pelco, CP Plus, Honeywell, Vantage.	
2	32 Channel NVR with 4 SATA port	Axis, Bosch, Panasonic, Pelco, CP Plus, Honeywell, Vantage.	
3.	6TB Internal Hard disk with AV-GP Technology	Toshiba, Seagate.	
4.	4 ports Gigabit PoE Switch	Tenda, D link, NetGare, TP link.	
5.	UTP Cable (Cat 6)	Cat 6, D link, NetGare .	
6	OFC 12 Core unarmored	D link, NetGare.	
7	PVC conduit	Astral, Anchor, Prince, Supreme.	
8	Rack 6U Fully loaded	Tenda, D link, NetGare .	
9	Power cable 2 core, 1.5 sqmm	Havells, finolex, KEI, polycab .	
10	GI pipe(40 mm)	Jindal, Tata.	

स्थान/Place
दिनांक/Date

संविदाकार के हस्ताक्षर और मुहर
Signature and seal of the contractor

ई-प्रोक्वोरमेंट के लिए महत्वपूर्ण निर्देश
IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

बोलीदाताओं से अनुरोध है कि वे अपनी ऑनलाइन निविदा जमा करने से पहले इस निविदा के नियम और शर्तों को पढ़ लें।

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

ई-निविदा की प्रक्रिया / Process of E-tender:

A) पंजीकरण: इस प्रक्रिया में MSTC ई-प्रोक्वोरमेंट पोर्टल के साथ वेंडर का पंजीकरण शामिल है जो कि निःशुल्क है। पंजीकरण के बाद ही, वेंडर इलेक्ट्रॉनिक रूप से अपनी बोली प्रस्तुत कर सकते हैं। तकनीकी बोली के साथ-साथ वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया इंटरनेट पर की जाएगी। वेंडर के पास साइनिंग प्रकार का तृतीय श्रेणी का डिजिटल हस्ताक्षर प्रमाण पत्र होना चाहिए। वेंडरों को बोली लगाने के लिए इंटरनेट से जुड़े पीसी की स्वयं व्यवस्था करनी होगी। ऐसी व्यवस्था करने के लिए MSTC जिम्मेदार नहीं है। (डिजिटल हस्ताक्षर के बिना बोलियां रिकॉर्ड नहीं की जाएंगी)।

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

विशेष ध्यान दें : तकनीकी बोली और वाणिज्यिक बोली आनलाइन माध्यम से

www.mstcecommerce.com/eprochome/rbi पर प्रस्तुत की जाए।

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

1). वेंडरों को अपने को www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit. पर रजिस्टर करना होगा।

Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo > Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). वेंडरों को पंजीकरण फॉर्म भरने के समय दिए गए ईमेल पर उनके पंजीकरण की पुष्टि का एक सिस्टम जनरेटेड मेल प्राप्त होगा। किसी भी स्पष्टीकरण के मामले में कृपया आरबीआई / एमएसटीसी से संपर्क करें (निर्धारित बोली-पूर्व बैठक के पहले) संपर्क करें।

Vendors will receive a system generated mail confirming their registration in their email 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).

संपर्क व्यक्ति (आरबीआई) / Contact person (RBI):

- a. गैर-तकनीकी सवालों के लिए: सुमित जैन (सहायक प्रबंधक- परियोजना): 8851199119,
sumitjain@rbi.org.in

For Non-Technical Query: For Non-Technical Query: Sumit Jain (Assistant Manager-Project): 8851199119, sumitjain@rbi.org.in

- b. तकनीकी सवालों के लिए: हिमांशु भट्ट (सहायक प्रबंधक-इलेक्ट्रिकल): 9568358974 (himanshub@rbi.org.in) अतुल कुमार गुप्ता (जूनियर इंजीनियरिंग- इलेक्ट्रिकल): 8178489046 (atulkumarg@rbi.org.in)

For Technical Query: Himanshu Bhatt (Asst. Manager-Electrical): 9568358974 (himanshub@rbi.org.in) Atul Kumar Gupta (Junior Engg.- Electrical): 8178489046 (atulkumarg@rbi.org.in)

संपर्क व्यक्ति (एमएसटीसी)/ Contact person (MSTC Ltd):

श्री नितन आनंद/ Mr. Nitin Anand	श्री पंकज कुमार/ Shri Pankaj Kumar
प्रबंधक(एनाअरओ)/ Manager (NRO)	सहायक प्रबंधक(एनाअरओ)/ Assistant Manager (NRO)
Mobile no: 9769760074	Mobile no- 7229068247
Email: bmcdgmstc@mstcindia.co.in	Email - pankajkumar@mstcindia.co.in

B) सिस्टम संबंधी आवश्यकता / System Requirements:

- विंडोज 7 या इसके ऊपर का ऑपरेटिंग सिस्टम / Windows 7 or above Operating System
- आईई-7 और इसके ऊपर के इंटरनेट ब्राउज़र / IE-7 and above Internet browser.
- साइनिंग प्रकार का डिजिटल हस्ताक्षर / Signing type digital signature
- नवीनतम अद्यतन जेआरई 8 (x86 ऑफलाइन) सॉफ्टवेयर को सिस्टम में डाउनलोड और इंस्टॉल किया जाना है।
Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

हस्ताक्षर बॉक्स में डिजिटल हस्ताक्षर प्रमाणपत्र प्रदर्शित करने हेतु “प्रोटेक्टेड मोड” को डिसेबल करने के लिए निम्नलिखित सेटिंग को लागू करें

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

अन्य सेटिंग/ Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. तकनीकी बोली और वाणिज्यिक बोली ऑनलाइन रूप में www.mstcecommerce.com/eprochome/rbi पर प्रस्तुत की जाएं। निविदाएं इस निविदा दस्तावेज़ में निर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक माध्यम से खोली जाएंगी।

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

3. निविदा में सभी प्रविष्टियों को बिना किसी अस्पष्टता के तकनीकी और वाणिज्यिक फॉर्मेट में ऑनलाइन प्रस्तुत किया जाना चाहिए।

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

लेन-देन शुल्क हेतु विशेष ध्यान देने योग्य बातें/ Special Note towards Transaction fee:

वेंडर लेनदेन शुल्क का भुगतान वेंडर लॉगिन के अंतर्गत “My Menu” के तहत “**Transaction Fee Payment**” लिंक का उपयोग करके करेंगे। वेंडरों को विशिष्ट निविदा फार्म का चयन ‘इवेंट ड्रॉपडाउन बॉक्स’ से करना होगा। वेंडरों के पास भुगतान करने की सुविधा एनईएफटी या ऑनलाइन भुगतान के माध्यम से होगी। एनईएफटी का चयन करने पर, वेंडर एक फॉर्म भरकर एक चालान जनरेट करेगा। वेंडर चालान में मुद्रित विवरण के अनुसार और उसे बदले बिना लेनदेन शुल्क-राशि का प्रेषण करेगा। ऑनलाइन पेमेंट का चयन करने पर वेंडर को अपने क्रेडिट / डेबिट कार्ड / नेट बैंकिंग का उपयोग करके भुगतान करने का विकल्प प्राप्त होगा। एक बार एमएसटीसी के नामित बैंक खाते में राशि जमा हो जाने पर लेनदेन-शुल्क स्वतः अधिकृत हो जाएगा और वेंडर को एक सिस्टम जनरेटेड मेल प्राप्त होगा। **लेन-देन शुल्क की वापसी नहीं होगी।** लेन-देन शुल्क का भुगतान किए बिना वेंडर ऑनलाइन ई-निविदा एक्सेस नहीं कर पाएगा।

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. 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.

नोट/NOTE

बोलीकर्ताओं को सलाह दी जाती है कि वे गतिविधि समाप्ति-समय के पूर्व ही लेन-देन शुल्क प्रेषित कर दें ताकि बोली प्रस्तुत करने हेतु उन्हें पर्याप्त समय मिल सके।

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

निविदा प्रक्रिया के दौरान निविदा को अंतिम रूप दिए जाने तक अपलोड की गई निविदाओं / शुद्धिपत्र के बारे में जानकारी ईमेल द्वारा भेजी जाएगी। इसलिए वेंडर यह सुनिश्चित कर लें कि एमएसटीसी पर पंजीकरण के समय उनके द्वारा उपलब्ध कराई गई ईमेल आई.डी. वैध और अद्यतन हो। वेंडरों से यह भी अनुरोध किया जाता है कि वे अपने डीएससी (डिजिटल सिग्नेचर सर्टिफिकेट) की वैधता सुनिश्चित कर लें।

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 Email 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).

एनआईटी में उल्लिखित नियत तिथि और समय के पश्चात ई-निविदा को एक्सेस नहीं किया जा सकता है
E-tender cannot be accessed after the due date and time mentioned in NIT.

ई-निविदा में बोली लगाना / Bidding in e-tender:

- a) ई-निविदा के लिए बोलीदाताओं को ₹ 20,000/- की बयाना जमा राशि भारतीय रिज़र्व बैंक, जम्मू के खाते में जमा करनी होगी। एनईएफटी/आरटीजीएस लेनदेन के लिए खाते का विवरण निम्नानुसार है। बोलीदाताओं को सलाह दी जाती है कि वे अंतिम समय की परेशानी से बचने के लिए अग्रिम रूप से ईएमडी जमा कर दें।

Earnest Money Deposit for a sum of ₹ 20,000/- shall be remitted to Bank Account of Reserve Bank of India, Jammu. The account details for NEFT/RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

खाते का नाम / **Account Name: Reserve Bank of India Jammu**

खाते का प्रकार/ **Account type : Current Account**

खाता संख्या / **Account No : 8714295**

आईएफएससी कोड:/**IFSC Code: RBIS0JMPA01(0 = zero)**

Remarks: **DSITC of IPCCTV at RBI Staff Quarters, Jammu**

लेन-देन संख्या के साथ प्रेषण का प्रमाण (स्कैन की गई प्रति) संलग्न/अपलोड किया जाए।

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

- c. बोलीदाताओं को यह भी सलाह दी जाती है कि वे लेनदेन संख्या के साथ प्रेषण का प्रमाण (स्कैन की गई प्रति) sumitjain@rbi.org.in पर भेजें।

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to sumitjain@rbi.org.in.

बयाना जमा राशि पर कोई ब्याज नहीं दिया जाएगा। असफल बोलीदाताओं की बयाना जमा राशि आरबीआई, जम्मू द्वारा वापस की जाएगी। **एमएसई पंजीकरण प्रमाण पत्र प्रस्तुत करने के अधीन एमएसई को बयाना राशि जमा करने से छूट दी गई है।**

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course. **MSEs are exempted from submission of EMD subject to submission of MSE Registration certificate.**

- b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली इलेक्ट्रॉनिक माध्यम से प्रस्तुत की जानी है।
The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- c) केवल वे वेंडर, जिन्होंने लेनदेन शुल्क जमा किया है, एमएसटीसी की वेबसाइट www.mstcecommerce.com → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event पर इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली प्रस्तुत कर सकते हैं।

The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com →

e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

- d) वेंडरों को जावा एप्लिकेशन रन करने की अनुमति देनी होगी। यह प्रक्रिया बिड फ्लोर खुलने के तुरंत बाद की जानी है। फिर उन्हें सामान्य शर्तें / वाणिज्यिक विशिष्टताओं को भरना होगा और उसे सेव करना होगा। इसके बाद टेक्निकल बिड पर क्लिक करना होगा। यदि यह एप्लिकेशन रन नहीं किया जाता है, तो वेंडर अपनी तकनीकी बोली को सेव / प्रस्तुत नहीं कर सकेंगे।
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 specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) तकनीकी बोली भरने के बाद, वेंडर को अपनी तकनीकी बोली दर्ज करने के लिए 'सेव' पर क्लिक करना होगा। एक बार ऐसा करने के बाद वाणिज्यिक बोली लिंक सक्रिय हो जाएगा और उसे भरना होगा और फिर अपनी वाणिज्यिक बोली दर्ज करने के लिए वेंडर को "सेव" पर क्लिक करना होगा। जब तकनीकी बोली और वाणिज्यिक बोली दोनों सेव हो जाएंगी, तब वेंडर अपनी बोली को दर्ज करने के लिए "फाइनल सबमिशन" बटन पर क्लिक करेगा।
After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids
- f) वेंडरों को निर्देश दिया जाता है कि वे दस्तावेज़ अपलोड करने के लिए Attach Doc button का उपयोग करें। एकाधिक दस्तावेज़ अपलोड किए जा सकते हैं।
Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) अपनी बोली प्रस्तुत करते समय वेंडर को सभी मामलों में डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।
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) संपूर्ण ई-निविदा प्रक्रिया के दौरान वेंडर पूरी तरह से एक-दूसरे के लिए और शेष सभी के लिए भी गुमनाम रहेंगे।
During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) ई-निविदा पूर्व घोषित तिथि और समय से और ऊपर बताई गई अवधि तक के लिए खुला रहेगा।
The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां वेंडरों पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उस वेंडर द्वारा की गई वैध बोली माना जाएगा और क्रेता द्वारा उसे स्वीकृत किए जाने पर क्रेता और वेंडर के बीच आपूर्ति के लिए यह एक बाध्यकारी अनुबंध हो जाएगा।
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 supply.

- k) यह अनिवार्य है कि सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ प्रस्तुत की जाएं अन्यथा सिस्टम द्वारा स्वीकार नहीं की जाएगी।

It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

- 1) क्रेता बिना कोई कारण बताए निविदा को पूर्ण या भाग में रद्द करने या अस्वीकार करने या स्वीकार करने या वापस लेने या विस्तारित करने, जैसा मामला हो, का अधिकार रखता है।

Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

निविदा दस्तावेज के नियमों और शर्तों में कोई विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा प्लेटफार्म पर बोली प्रस्तुत करना, उसके द्वारा निविदा के नियमों और शर्तों को स्वीकार करने की पुष्टि करता है। इस निविदा से उत्पन्न कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होंगे। निविदा आमंत्रण प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली-प्राप्ति की नियत तारीख का विस्तार करने का अधिकार है।

No deviation of the terms and conditions of the tender document is acceptable. 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.

वेंडरों से अनुरोध किया जाता है कि वे बोली के पूर्व सिस्टम से भलीभांति परिचित हो जाने के लिए www.mstcecommerce.com/eprochome नामक पृष्ठ पर उपलब्ध वेंडर गाइड पढ़ लें और वीडियो देख लें। Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

वेंडरों से अनुरोध है कि पोर्टल में निर्दिष्ट प्रत्येक मद के लिए अलग से जीएसटी सहित दर उद्धृत करें। उद्धृत दरों में कोई परिवर्तन स्वीकार नहीं किया जाएगा।

Vendors are requested to quote rate including GST separately for each item as specified in the portal. No change in quoted rates will be accepted.

दस्तावेज़ और दरें अपलोड करने के लिए MSTC पोर्टल दिनांक _____ से दिनांक _____ तक उपलब्ध होगा।

MSTC portal will be available for uploading documents and rates from Date _____ to Date _____.

List of Clients

Details of similar qualifying works executed during the last 5 years

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

Date

Signature of Tenderer:

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by M/s

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

Note : **All columns should be filled in properly countersigned**"

*

Reporting Officer* with Office seal

*Officer of the rank of executive engineer/Superintending Engineer or equivalent

Proforma of 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,
Estate Department,
Jammu

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu** 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 Regional Director debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

करारनामा/Articles of Agreement

करारनामा/Articles of Agreement

यह करारनामा _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई में स्थित है (जिसे इसके बाद "नियोक्ता " कहा गया है) और द्वितीय पक्ष _____ (जिसे इसके बाद "संविदाकार" कहा गया है), के बीच निष्पादित किया गया है।

ARTICLES of Agreement made on the ----- day of ----- between the Reserve Bank of India, having its Central Office at Mumbai (hereinafter called "The Employer") of the one part and ----- (hereinafter called "The Contractor") of the other part.

यह कि नियोक्ता **भारतीय रिज़र्व बैंक स्टाफ क्वार्टर्स, त्रिकुटा नगर, जम्मू में आईपी आधारित 16 सीसीटीवी कैमरों की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग** कराने का इच्छुक है और यह कि उक्त ड्राइंग एवं विनिर्देशों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं। Whereas the employer is desirous of doing the work of **Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu** and whereas the said drawings and the specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जहां, संविदाकार इस विषय को और संविदा में निर्धारित शर्तों के अनुसार संविदागत निर्धारित शर्तों (जिसे सामूहिक रूप से बाद में "कथित शर्तों" के रूप में संदर्भित किया गया है) पर निष्पादित करने पर सहमत हो गया है। उक्त ड्राइंग में प्रदर्शित और / या उक्त निर्दिष्ट विनिर्देशों में वर्णित और मात्राओं की अनुसूची में शामिल संबंधित दरों पर जो राशि देय हो के शर्तों पर यह संविदा करार किया गया है। **(इसे इसके बाद "संविदागत राशि" के रूप में संदर्भित किया गया है)।**

And Whereas the Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the payable there under (hereinafter referred to as "the said Contract Amount").

अब इस बात पर निम्न तरह से सहमति है -

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. इस अनुबंधित राशि को विचाराधीन समय और भुगतान शर्तों में निर्धारित तरीकों के अनुसार, शर्तों के अनुसार और उसके अधीन निर्दिष्ट विनिर्देशों और मात्रा-अनुसूची में वर्णित कार्य को निष्पादित और पूरा करने के पश्चात संविदाकार को भुगतान की जाएगी।

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

2. नियोक्ता संविदाकार को संविदागत कार्यों के निष्पादन के लिए इस संविदा में उद्धृत राशि या ऐसे अन्य योग का भुगतान करेगा जो उस समय देय हो या शर्तों में निर्दिष्ट की गई हो।
The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. उक्त शर्तों और उनके 'परिशिष्ट' इस संविदा का हिस्सा पढ़े और समझे जाएंगे और इस संविदा से जुड़े पक्षकार उनका पालन करेंगे और उक्त शर्तों और पत्राचार पर प्रतिबद्ध होंगे तथा क्रमशः अपनी ओर से उक्त शर्तों और पत्राचार पर करार का निष्पादन करेंगे।
The said conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
4. यहां उल्लिखित योजनाएं, अनुबंध और दस्तावेज इस अनुबंध के आधार होंगे।
The plans, agreement and documents mentioned herein shall form the basis of this contract.
5. यह अनुबंध एक आइटम दर अनुबंध है जिसका भुगतान कार्य के पूरा होने के अनुसार मात्रा की अनुसूची में निहित है या जैसा कि उक्त शर्तों में उल्लिखित किया गया है और यह अनुबंध सभी विनिर्देशों और कार्य ड्राइंग के अनुसार है।
This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications and working drawings.
6. संविदाकार सिविल कार्यों और अन्य सहायक कार्यों से संबंधित कार्यों को उक्त शर्तों में निर्धारित तरीके से करने के लिए हर उचित सुविधा का वहन करेगा, और इस प्रकार के कार्य पूर्ण होने के बाद दीवारों, फर्श आदि को हुई किसी प्रकार की क्षति को सही करवाएगा।
The contractor shall afford every reasonable facility for carrying out of all works of other Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.
7. समय इस अनुबंध का महत्वपूर्ण घटक होगा और संविदाकार एतद्वारा सहमत है कि औपचारिक कार्य आदेश जारी होने के 10 वें दिन से उक्त शर्तों में यथाविहित रीति से कार्य प्रारंभ कर देगा और संपूर्ण कार्य बैंक द्वारा दिए गए समय-विस्तार के अधीन **06 सप्ताह के भीतर** पूर्ण करेगा।
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job from the 10th day of issue of formal work order as provided for in the said conditions and to complete the entire work specified within **06 weeks** subject to nevertheless to the provisions for extension of time.
9. इस अनुबंध के अधीन नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल जम्मू में ही किए जाएंगे।
All payments by the Employer under this Contract will be made only at Jammu.
10. इस करार से उत्पन्न अथवा इससे किसी भी तरह से संबंधित सभी विवादों के मामले में यह माना जाएगा कि वे जम्मू में उत्पन्न हुए हैं और उनके बारे में निर्णय लेने का अधिकार केवल जम्मू स्थित न्यायालयों के क्षेत्राधिकार में होगा।
All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have the jurisdiction to determine the same.
11. यह कि इस अनुबंध के सभी भागों को निविदाकार द्वारा पढ़ और समझ लिया गया है।

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

12. संविदाकार मजदूरी भुगतान अधिनियम 1936 और न्यूनतम मजदूरी अधिनियम 1948 का पालन करने के लिए बाध्य है। न्यूनतम मजदूरी का भुगतान नहीं होने की स्थिति में, बैंक संविदाकार को भुगतान की जाने वाली राशि से उचित राशि की कटौती कर न्यूनतम मजदूरी का भुगतान करने का अधिकार सुरक्षित रखता है।

The contractor is bound to abide by the provision of payment of wages Act 1936 and minimum wages Act 1948. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.

<p>यदि संविदाकार एक साझेदारी फर्म अथवा एक व्यक्ति है। If the Contractor is a partnership or an individual</p>	<p>साक्षियों की उपस्थिति में बैंक और संविदाकार ने ऊपर प्रारंभ में लिखित दिन और वर्ष पर इन दस्तावेज़ों और उनकी दो डुप्लीकेट प्रतियों पर हस्ताक्षर किए। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.</p>
<p>यदि संविदाकार एक कंपनी है। If the Contractor is a company</p>	<p>साक्षियों की उपस्थिति में नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से तथा संविदाकार ने अपनी आम मुहर लगाकर इन दस्तावेज़ों और उनकी दो डुप्लीकेट प्रतियों पर ऊपर प्रारंभ में लिखित दिन और वर्ष पर हस्ताक्षर करके उन्हें निष्पादित किया। IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

हस्ताक्षर खंड/Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द / SIGNED AND DELIVERED by Reserve Bank of India, _____

(नाम एवं पदनाम /Name and Designation)

इनकी उपस्थिति में/In the presence of -

साक्षी/Witnesses –

1. _____

पता/Address _____

2. _____

पता/Address _____

----- की उपस्थिति में हस्ताक्षरित एवं सुपुर्द किये गए यदि) पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

SIGNED AND DELIVERED BY _____ (If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners)

साक्षी/Witness -

1. _____

पता/Address _____

2. _____

पता/Address _____

निदेशक मंडल की दिनांक को हुई बैठक में लिए गए संकल्प के अनुसार निम्नलिखित की की आम मुहर लगाई गई। उपस्थिति में

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

(1) _____

(2) _____

निदेशक जिन्होंने निम्नलिखित की उपस्थिति में इन दस्तावेजों पर साक्ष्य स्वरूप हस्ताक्षर किए यदि संविदाकार) अपनी सामान्य मुहर के अधीन हस्ताक्षर करता है तो संस्था के अंतर्नियमों में हस्ताक्षर खंड का मुहर खंड से मिलान होना चाहिए।

Directors, who have signed these Presents in token thereof (If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

इनकी उपस्थिति में / in the presence of -

(1) _____

(2) _____
संविदाकार द्वारा श्री और विधिवत गठित एटार्नी के हाथ से हस्ताक्षरित और सुपुर्द
किया। यदि संविदाकार पावर ऑफ एटार्नी के जरिए हस्ताक्षर कर रहा हो। (चाहे कंपनी हो या व्यक्ति)
SIGNED AND DELIVERED BY the Contractor by the hand of Shri
_____ and duly constituted
attorney. (If the contractor is signing by hand of Power of Attorney. Whether company or
individual.

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.19.00 Lakhs.

(Signature) For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

Annexure -VI

Details of Service Set up at the Place of Work

S. No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the Cameras have been stocked	

Signature of the contractor

Note: It is mandatory for the firms for having their service own center / authorised service center at Jammu.

Annexure VII

Schedule of Technical Deviations if any

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

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

Seal of companySignature

Name

Designation

Date

Annexure VIII

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: _____

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

2. I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

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

Details of Bankers

The details of our bankers in the following format are uploaded.

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

Seal and Signature of Firm

Name

Designation

Date

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application/Proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and
residential address of Power of Attorney holder) who is presently employed with us and
holding the position of as
our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary
in connection with or incidental to our tender for **Design,Supply, Installation, Testing and
Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta
Nagar, Jammu** including signing and submission of all documents and providing information
/ responses to Estate Department RBI, Jammu representing us in all matters before RBI
Jammu, and generally dealing with RBI Jammu in all matters in connection with our proposal
for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(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).

Undertaking Regarding Site Visit by the Tenderer in order to Understand the Work

To,
The Regional Director
Reserve Bank of India
Estate Department
Jammu

Dear Sir,

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu.

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

Yours faithfully,

()

Authorized signatory

(Name and address of the company with Seal)

Date

Declaration of debarment

(To be submitted by the tenderer on their letterhead)

Name of Work: Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu

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

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

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

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

2. I/We (Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto (date). A copy of such letter is attached for your information and record.

(seal and signature of
the bidder)

Date

Place

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

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

Reserve Bank of India
Estate Department
Jammu

E-Tender No: RBI/Jammu/Estate/209/22-23/ET/318

For

**Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV
Cameras at RBI staff Quarters, Trikuta Nagar, Jammu**

PART- II (Price Bid)

Name of the Tenderer: _____

Address: _____

Part-II

Reserve Bank of India
Estate Department
Jammu

Design, Supply, Installation, Testing and Commissioning of 16 Nos. IP Based CCTV Cameras at RBI staff Quarters, Trikuta Nagar, Jammu:

Bill of Quantities

S.NO:	Description	Qty	Unit	Rate	Amount
1	Supply, Installation, Testing and Commissioning of the following equipment for IP CCTV system as per technical specifications in tender Part -1.				
1.1	IP Camera 4 MP IR varifocal Bullet Network Camera with all mounting accessories etc. complete	16	Nos		
1.2	Network Video Recorder NVR 4 Megapixel HD, 32 channel, capable to connect 16 IP Cameras with minimum 30 days storage capacity etc. complete.	1	Nos		
1.3	6TB Internal Hard disk with AV-GP Technology etc. complete	2	Nos		
1.4	4 ports Gigabit PoE smart switch with all mounting accessories etc. complete	8	Nos		
2	Supply, laying and testing of Cat -6 UTP cable to be laid in excavated trench, wall, 25 mm dia heavy duty PVC conduit, GI saddles fixing at an interval of 500 mm complete. etc. complete	350	Meter		
3	Supply, Laying, Installation Testing and commissioning of OFC 12 Core unarmored cable to be laid in excavated trench, wall, 25 mm dia heavy duty PVC conduit, GI saddles fixing at an interval of 500 mm complete. etc. complete	1500	Meter		
4	Supply Installation Testing and commissioning Rack 6U Fully loaded with all accessories complete	1	Nos		
5	Cutting of the road at the size of 300mm width and 450 mm depth, refilling of the earth, providing of PCC in road cutting area and finishing in good manner complete with all materials.	10	meter		
6	Supply, Laying, Installation Testing and commissioning of power cable 2 core, 1.5 sqmm etc. with all required accessories.	1200	Meter		
7	Supply Installation Testing and commissioning Media convertor	8	Pair		
8	Supply Installation Testing and commissioning Junction box	8	Nos		

9	Supply Installation Testing and commissioning 24 Port Gigabit Switch	1	Nos		
10	Supply and Installation of 40 mm dia 10.0 feet length GI pole for mounting of cameras. The work including excavation of earth foundation, finishing all civil works complete	80	meter		
A	Total Amount(1.1 + 1.2 +1.3+1.4+2+3+4+5+6+7+8+9+10)				
B	Charges for comprehensive, all inclusive, annual maintenance contract of the above IP CCTV System, UPS System, batteries, cables etc. as per the terms and conditions of the tender. This shall be applicable after Defect Liability Period	One	Annum		

Note:

Calculation is to be done as per the terms and conditions mentioned in the Part I of the tender documents.

Place
Date

Signature and Seal of the contractor
Contact No.
E-mail ID.