

भारतीय रिज़र्व बैंक
संपदा विभाग
जम्मू

मुख्य कार्यालय भवन, आरबीआई, जम्मू में पूर्ण ऊंचाई वाले दोहरे लेन टर्नस्टाइल गेट की आपूर्ति,
स्थापना, परीक्षण और कमीशनिंग हेतु ई-निविदा

RBI/Jammu Regional office/Estate/1/25-26/ET/63

भाग I/ Part I

बोलीदाता का नाम _____

पता _____

प्रस्तुत करने की अंतिम तिथि 14:00 बजे 20 मई 2025

नोट: यह ई-टेंडर है। इसलिए, हस्ताक्षरित और स्कैन किया गया भाग I एमएसटीसी वेबसाइट पर अपलोड किया जाना चाहिए। भाग II/दरें सीधे ऑनलाइन यानी एमएसटीसी साइट पर भरी जाएंगी।

निविदा फॉर्म/ Form of Tender

क्षेत्रीय निदेशक

The Regional Director,

भारतीय रिज़र्व बैंक/Reserve Bank of India,

जम्मू/Jammu

महोदय/Dear Sir,

एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विवरणों, ड्राइंग्स, डिजाइन और तथा मात्राओं की अनुसूची की जांच और उक्त ज्ञापन में निर्धारित स्थल का दौरा करने के पश्चात एवं निविदा को प्रभावित करने वाली समस्त आवश्यक जानकारी प्राप्त करने के पश्चात हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय-सीमा के भीतर मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और सभी मामलों में विनिर्देशों, डिजाइनों, ड्राइंग्स तथा निविदा, करारनामा, विशेष शर्तों, मात्रा अनुसूची, संविदा की शर्तों पर इसके लिए उपलब्ध करायी गई सामग्री के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहां तक वे लागू हों, के अनुसार उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव करते हैं।

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum 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)	कार्य का विवरण/Description of works	:	मुख्य कार्यालय भवन, आरबीआई, जम्मू में पूर्ण ऊंचाई वाले दोहरे लेन टर्नस्टाइल गेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य
(b)	अनुमानित लागत/Estimated cost	:	₹6 लाख/lakh
(c)	बयाना जमाराशि/Earnest Money	:	₹12,000/-

(d)	कार्य पूरा करने के लिए अनुमत समय/Time allowed for completion of the work.	:	कार्य आरंभ करने के लिखित आदेश की तिथि से चौदहवें दिन से 90 दिन 90 days from fourteenth day after the date of written order to commence work
(e)	परिसमापन हर्जाना/Liquidity Damages		खंड I पैरा 1.7 के अनुसार As per Section I Para 9

i) यदि इस निविदा को स्वीकार की जाती है, मैं/हम निविदा की सभी शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं और उनका उल्लंघन होने पर उक्त शर्तों के अनुसार ऐसी राशि को जब्त करने एवं भारतीय रिज़र्व बैंक को राशि का भुगतान करने की सहमति देते हैं, जैसा कि 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.

ii) हमने भारतीय रिज़र्व बैंक के पास बयाना राशि के रूप में ₹12,000/- की राशि जमा की है, जिस राशि पर कोई ब्याज देय नहीं है। यदि हम अनुबंध को निष्पादित करने में विफल रहते हैं, तो हम एतद्वारा सहमत होते हैं कि यह राशि हमारे द्वारा भारतीय रिज़र्व बैंक के लिए जब्त कर ली जाएगी।
We have deposited a sum of ₹12,000/- 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.

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

अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ अटॉर्नी रखने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी 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 पता/Signatures and addresses of witnesses)

E-Tender: Part I / Techno- commercial bid	
<u>Section I : Commercial Conditions</u>	
1.1.1	Name of the work: Supply, Installation, Testing and Commissioning of Full height dual lane turnstile gate at Main Office Building, RBI, Jammu” in two Parts from eligible bidders. It is a e-tender and service provider is MSTC. Refer Annexure I before proceeding further.
1.1.2	Estimated cost of work: ₹ 6.00 lakh (Inclusive of all).
1.1.3	Earnest Money Deposit: All Bidders needs to be submitted EMD of ₹12,000/-. MSME are not exempted from the payment of the EMD. EMD shall be returned to the successful bidder after submission of the PBG (Performance bank Guarantee) of 5% of contract value.
1.1.4	Time for completion of work: 90 days from the 14 th day from date of issue of the work order.
1.1.5	Transaction fee of tender will be directly submitted at MSTC website
1.1.6	Date of start of tender:.....,14:00 Hrs onwards
1.1.7	Date and time of pre-bid meeting: at RBI MOB, Jammu 11:00 Hrs
1.1.8	Last date and time of submission of tender: upto 14:00 Hrs
1.1.9	Date and time of opening of Part I of tender: at 15:00 Hrs.
1.1.10	Date and time of opening of Part II of the tender: Part II will be opened on same day if there will be no deviation submitted by the bidder. Otherwise, the Part II will be opened on the other date which will be communicated to bidders through email.
1.1.11	<p>Eligibility Criteria:</p> <p>1. Minimum 5 years of experience in the field of undertaking similar works viz “Full height dual lane turnstile gate“large office buildings / commercial Estate / industrial houses/Government organization/PSU's (from the date of issue of e-Tender)</p> <p style="text-align: center;">AND</p> <p>2. Have executed successfully similar works from the date of issue of e-Tender individually costing as under: (work order of executed work need to attach)</p> <p style="padding-left: 40px;">Three works each costing not less than 40 % of the estimated cost</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">Two works each costing not less than 50 % of the estimated cost</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">One work costing not less than 80 % of the estimated cost</p> <p style="text-align: center;">AND</p> <p>3. Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 years. Bidder should submit a copy of total turnover during last three years i.e. 2021-22,2022-23 & 2023-24</p> <p style="text-align: center;">AND</p> <p>4.Submission of client report and Banker's certificate (latest for current financial year) as per Annexure III & IV</p> <p>5. Mandatory to have authorized/OEM service setup in the region of J&K / Himachal Pradesh / Chandigarh/Punjab region for after sales services</p> <p>6. Successfully completed CAMC satisfactory for minimum 1 years since installation or had enter CAMC in J&K / Himachal Pradesh / Chandigarh/ Punjab region.</p>

3	<p><u>Tendering Process:</u> The tender can be downloaded from MSTC website. All corrigendum, addendum and further communication shall be forwarded on RBI website and MSTC. The tenders for the above work in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer Annexure I). Scan and Signed copy of Part I will be uploaded on MSTC website and rates of Part II will be directly submitted at MSTC website</p>
4	<p><u>Part II (Financial bid):</u> Part I will be opened the date and time mention above. No deviation will be accepted in Part I of tender. If firm put deviation in the tender. Their tender will be rejected. Part II of such tender will not be opened. Lowest quoted amount in the Part II (as per the Clause 48 of the general condition) will be declared L1 bidder/successful bidder and tender will be awarded to them.</p> <p>The Bank discourages the stipulation of any additional conditions by the tenderer. However, after the opening of Part I any clarification/conditions etc. if any, will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. All the tenderers can quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to Estate Department, subsequently and advised to the tenderers. This letter together with the already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised.</p>
5	<p>The rates quoted in Part II of tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.</p>
6	<p>All tenderers / bidders are required to submit the EMD Amount of ₹12,000/- through NEFT (as per the below mentioned details) In favor of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero). {Intimate/forward the transaction details to estate@rbi.org.in}. EMD should be interest free and shall be returned to the unsuccessful bidder after award of work order to successful bidder and EMD shall be returned to successful bidder after submission of the PBG (Performance bank Guarantee) of 5% of contract value.</p> <p><u>EMD shall be forfeited if the Bidder:</u></p> <ol style="list-style-type: none"> 1 makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or 2 withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract. 3 has been blacklisted by any Government agency and the blacklisting is still in force.

4	If bidder fails to complete the work.
7	<u>Validity of tender:</u> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.
8	<u>Signing of Contract Agreement</u> The successful bidder shall be bound to implement the Contract within 14 days from the date of work order. The cost of necessary stamp paper (Rs 100) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at annexure-II.
9	<u>Time Period:</u> Entire work shall be completed within 90 days (from 14 th day of letter of award of work), failing which liquidated damages at the rate of 0.25% of the contract value per week, to a maximum of 10% of the contract value will be recovered for delay beyond the contractual period of completion. The work is allowed to be carried out during office hours (9:30 AM to 5:30 PM). The successful bidder is required to make entry passes before start of work for their workers. Special permission is required for working on holidays/late ours apart from regular entry pass.
10	<u>Performance Bank Guarantee: (Format attached in Annexure X)</u> : The successful tenderer on award of the work shall furnish a Performance Bank Guarantee PBG, of an amount equal to 5% of the contract amount within 14 days of award of the work. PBG shall be valid for the entire period of currency of contract including DLP. On submission of the PBG, EMD shall be returned to the firm. In case of delays in submission of PBG, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.
11	<u>Extension of time: (before expiry of original date of completion)</u> If the L1 bidders desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.
12	<u>Insurance:</u> The bidder shall obtain (at his cost) and maintain insurance policies in respect of following, in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount from date of dispatch of material from the factory till completion of the work. <ul style="list-style-type: none"> a. work man compensation for working men b. Third party liability (₹1 lakh per accident maximum for 3 period) c. Contractor's all risk policies for contract value
13	<u>Payment Condition:</u> <ol style="list-style-type: none"> 1 95% of the contract value released after completion of work and submission of the bill and one-time CAMC agreement. 2 Security deposit of 5% of contract amount (including GST, interest free) will retain by the Bank for period 1 year i.e. DLP period. Same will be returned after completion of one year of defect liability period (DLP). All defects will be rectified

	<p>free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit.</p> <p>3 All bill is liable to deduct TDS@1% or 2% of contract amount (1% in case of individual firm and 2% for company) and 1% of contract value each of CGST and SGST on TDS.</p> <p>4 Bill will be paid within 45 days from the date of submission to the Bank and Performance Bank Guarantee for 5% of the contract amount for entire AMC period i.e. 7 years after 1 year of DLP.</p>
14	<p><u>Performance Bank Guarantee:</u> (Format attached in Annexure X): The successful tenderer on award of the work shall furnish a Performance Bank Guarantee PBG, of an amount equal to 5% of the contract amount within 14 days of award of the work. PBG shall be valid till completion of the AMC period of 7 years after 1 year of DLP (total 08 years).</p> <p>On submission of the PBG, EMD shall be returned to the firm. In case of delays in submission of PBG, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.</p>
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

Section-II

Details of Tenderers

A. Particulars of Firm:

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	

6	The period from which the firm has been banking with Bank	.
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(i) Prequalification Criteria:

Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address :			
	Name of the Contact Person:			
	His/her Mobile No. :			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for:			
10	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

(j) Please also provide following details with supporting documents as per prequalification criteria:

1	Work experience in years (please submit old work order of any amount at least 5 years from the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2023-24	
	(b) 2022-23	
	(c) 2021-22	

Note : All the details must be filled in the tender documents only no separate annexure will be accepted. Only Submit documents in support of details filled above.

Signature of Tenderer with stamp/Date

Section III

General Conditions

3 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" DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) OF Full height dual lane turnstile gategate.

4 **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":

1. The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
2. Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
3. The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
4. The removal and/or re-execution of any works executed by the contractor.
5. The dismissal from the works of any persons employed thereupon.
6. The opening up for inspections of any work covered up.
7. 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.

5 The Contract shall be executed in duplicate and the Employer, and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Layout plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

- 6 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.
- 7 **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions shall proceed with the work conforming to the provisions, regulations, or 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.

8. Setting out of work: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
9. 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.
10. Contractor's superintendence and representative on the works: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration

of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

11. **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.
12. **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.
13. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

14. **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.
15. 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.

16. **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.

17. **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.

18. **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.

19. **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 the 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.

20. 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.

- (a) 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.
- (b) 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.
- (c) 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.

21 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.

22 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. All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.

23 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.

24 **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.

25 **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 45 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.

26 **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.

27 **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 Regional Director holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

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

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

indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

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

28 **Insurance:** The contractor shall, within 14 days from the date of commencement of the works, insure the works (as detailed above) at his cost and keep them insured until the virtual completion of reworks, **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days of award of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

30 **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Form of Tender- Memorandum or within any extended time under Clause 31 here, the Contractor shall pay the Employer the sum defined as per the para 1.9 of commercial conditions and the Employer may deduct such damages from any money due to the Contractor.

31 **Delay and extension of time:** If in the opinion of the Employer, the works be delayed by force major or by reason of any exceptionally inclement weather or by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise or through contractor's own default or 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 by reasons of Bank's Engineer instruction as per clause 17 hereof or by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or 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 from other causes which the Bank may certify as beyond the control of contractor or in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

- 32.** 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.
- 33.** Termination of Contract by the Employer: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

1. Has abandoned the Contract, or

2. 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
3. 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
4. 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
5. 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.

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

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

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

35. Certificates and Payments: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not 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.

36. 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.

37. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

38. Settlement of disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in

the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in 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 venue of arbitration shall be Jammu, India.

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 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.

- 39. Right of technical scrutiny of final bill_**The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all

supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

40. Employer entitled to cover compensation paid to workmen, 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.
41. **Abandonment of works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
42. **Return of surplus materials:** Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.
43. Right of employer to terminate contract in the event of death of Contractor or individual: Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.
44. Before dispatching the equipment to site, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in

accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

Cost of Inspection:- The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

Method of Testing:- The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily

available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

Bank's Engineer decision as to rejection final: - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

- 45. 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 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
- 46. Minimum wages to the workmen:** The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.
- 47. Labour License:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements (if applicable).
- 48. Evaluation of tenders:** Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of capital cost of the system, rebate offered for dismantling and taking into account the effect of rates quoted for comprehensive service contract for a period of 07 years after the expiry of one year of defect liability / guarantee period.

Tendered offers shall be evaluated based on the **Net Present Value (NPV)** of owning the said System having 8 years of useful service life. The said NPV shall comprise:

Cost of Full height dual lane turnstile gatewith installation	Say (A)
Comprehensive annual maintenance contract for one year after one year of defect liability period.	Say (B)
NPV of comprehensive annual maintenance Service contract charges for the period of 7 years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF)</i> for working out NPV of AMC for 7 years after (1 year guarantee period) shall be 5.6321. Note:	

(a) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender	
Net Present Value (NPV) of Owning the Turnstile gate system for 8 years of useful service life shall be worked out as	$C=A+(B \times 5.6321)$
The work will be awarded for the lowest value of (C) above.	

Total Cost of Ownership = Capital Cost + 5.6321*AMC Rate (one year)

Defect Liability Period (DLP) and Annual Maintenance Contract (AMC):

- The equipment/system supplied shall be guaranteed against all types of defects for at least a period of one year (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank and also required to annual maintenance contract (AMC) for further period of 7 years.
- Successful bidder requires to sign and submit one-time Annual Maintenance Contract (AMC) (as per annexure V) after completion of work along with performance Bank Guarantee. The cost of stamp paper fee (Rs. 100) will be borne by the successful bidder.**
- Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. This includes consumable, spare, PCB, gear assembly, hydraulic mechanism, oil, etc.
- During this period (DLP & AMC) servicing at not less than **FOUR** servicing (cleaning of Full height dual lane turnstile, control panels etc.) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
- Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.
- The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period/defect liability period as per the scope. This quoted rate for the service contract shall be valid for a period of one year after expiry of guarantee period/DLP i.e. one year from the date handing over the system.
- The AMC payment shall be made on **half yearly basis** on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station, all parts, oil, consumable required to run the system.
- This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
i	Any defects resulting in total failure of the system	24 hours	Rs.500/- per day

ii	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.200/- per day
iii	If mandatory quarterly service is not done		Rs 1,000/- per service

- (i) The Amount of service contract shall be renewed for an additional period of at least 6 years after two years (one year defect liability period and one year AMC on quoted rates). While renewing the contract amount will be arrived at based on following formula.

$$A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year (excluding taxes)

A_P The contract amount for the previous year (excluding taxes)

EPI_C Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year

EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year

CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

Every year in month of Mar new amount of AMC will be communicate through letter.

- (j) If contractor fails to complete the 10 years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.

49. Sexual Harassment of women at workplace

1. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
2. 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.

3. 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.
4. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

50. Provision of Rule 144 (xi) of the GFR 2017: Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure – 'VI'.

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

51. Debarment of firms from Bidding: 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:
 - 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 the 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 part 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.

j. 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 the public health as part of execution of a public procurement contract.

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

SAFETY CODE

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

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
 - Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
 - The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Section- IV

Technical Specification/Scope of work

System Description

The turnstile gate shall be dual lane full height made out of 304 stainless steel for its rotor & bars. The head mechanism parts should be made out of casting zinc plated for corrosion resistance. One head mechanism shall be provided for each lane. The turnstile gate should be electromechanical hand driven and have 4 stops at each 90 degree of rotation. The system should be bi-directional in operation and also equip with suitable logic system to control its passage in one or either direction.

Through put: The turnstile gate should be robust and of intensive use. It should have minimum throughput of 10 persons per minute per lane.

Anti-back up device: An anti-backup device should be provided to prevent reverse rotation once the head has moved 25-30 degree from its rest position. The control mechanism should be designed to lock the rotor in its rest position and stop entry by force. A suitable hydraulic mechanism should be provided in the system in such a manner that toward the end of its travel the rotor will come under the influence of the hydraulic damping mechanism to move the head always quietly and smoothly to the neutral/self-centered position and also to prevent the control mechanism from excessive shock thereby extending its life and reducing noise and vibration. The use of the device shall not inhibit the return of the rotor to its rest position.

Actuating Devices:

The system should work with following types of actuating devices.

- i. Smart card/ Proximity card Type
- ii. Local key operated switch

The details of actuating devices are as under:-

(i) Smart Card/Proximity Card Type: Smart /Proximity card readers shall be supplied by the Bank and the same shall be fixed at the entry and exit of the turnstile gate and integrated with the turnstile gate by the contractor. Smart/Proximity card reader provided by the Bank, will have potential free relay output for integration with the turnstile. The smart card reader shall be housed in suitable enclosure to prevent from rain water in case of outdoor installation.

(ii) Local key operated switch: These are to be provided near the turnstile gate to facilitate operation of turnstile gate after frisking.

Logic control system of turnstile:

- a. The system shall have capability to integrate with any access control device like Smart/proximity Card Reader system. It should have internal timer from 1 to 6 second in the step of one second to set rotor release time. In addition to this, two numbers of position switch to be provided at the interval of around 10 and 45 degree of rotation 29 from the rest position in order to detect the rotation of the head arm including resetting the internal timer.
- b. The system shall have both Fail Safe & Fail Lock arrangement when the power is off. In fail lock condition, the rotor will lock in both directions and in fail-safe condition the rotor will be free to be turned in both directions.
- c. Time-out setting:- Relay automatically relocks the turnstile gate in specified time if a person unlocks the turnstile gate after swiping the card but does not go through.
- d. Red and green status lamps are to be provided to show when a card is accepted by the reader and the unit is open for access with the opposite color lamp being shown on the opposite side of the turnstiles.
- e. The adjacent horizontal rotor arms shall be fitted at 90 degree apart so as to have 4x90 degree arms

Environmental condition and power supply: The system should be worked with 230 Volt AC +/-10%, 50Hz single phase supply and designed for 5 to 55 Degree Celsius ambient temperature with 90% humidity and should be weatherproof.

Earthing of system: The system should be properly earthed as per relevant IS code.

Installation of system: Suitable concrete floor along with necessary conduit/ trunking arrangement for power and signal cables should be provided upto the turnstile gate by the contractor. The Bank will provide suitable 230 V AC single phase outlet supply. It is the responsibility of the contractor to acquaint themselves with the site and include all the power and signal cables in the scope of work required for commissioning of the turnstile. The contractor has to fix the turnstile gate by means of anchor bolts, supplied with the turnstile.

Section- V

TECHNICAL CHECKLIST TO BE FURNISHED BY THE BIDDER ON THEIR LETTERHEAD

Sr No	Parameters	Bank's requirement	Offered by the bidder
1.	Offered Make and model	It should be manufactured by ISO 9001 certified Company for manufacturing turnstile gate and product should be UL or CE certified. The firm should have installed at least three turnstiles of the offered make during last three years and should be in good working condition. Documentary evidence for the above to be submitted along with tender part I.	
2.	Height	To be indicated by the firm	
3.	Number of Lane	Mix of Dual Lane	
4.	Type	4x90 degree stop, for all the lanes	
5.	Technology	Electromechanical	
6.	Drive	Electromechanical hand operated.	
7.	Walkway/ Passage Clearance	Minimum 530 mm	
8.	Dimension	To be indicate by the firm	
9.	System Power	230 Volt AC +/- 10% single phase, 50 Hz	
10.	Power consumption	To be indicate by the firm	
11.	Duty cycle	Intensive use	
12.	Material of construction	Frame, rotor and bar: 304 Stainless Steel	
13.	Weight	To be indicate by the firm	
14.	Temperature range:	5 to 55 degree C	

15.	Humidity	90% non-condensing	
16.	Operation	Bi-directional	
17.	Passage control	Passage to be controlled in one or either direction	
18.	Locking	Mechanism to prevent the turnstile gaterotating in the opposite direction once it has travelled 25-30 degree past the rest position	
19.	Self-cantering mechanism	With hydraulic damping to ensure rotor head always rotates quietly and smoothly to the neutral position	
20.	Fail safe & Fail lock variants in the event of removal of power supply	Should be provided with Fail Safe & Fail lock variants.	

Section VI

Proforma for statement of deviations from Bank's Technical Specification

The following are the particulars of deviations from the requirements of the Technical Specification: - Sr. No.	Section No.	Clause No.	Deviation proposed	Remarks (including justification)

Place:

Signature of Tenderer

Date:

Name and Designation

Name of firm

SEAL

Section VII

UNPRICE BID/SCHEDULE OF QUANTITIES

Supply, Installation, Testing and Commissioning of Full height dual lane turnstile gateat Main Office Building, RBI, Jammu

Sr. No.	Description of items	Quantity	Unit
1	Outdoor type turnstile gate(To be used by Bank's staff/Visitors) Supply, installation, testing and commissioning of full height dual lane turnstile gate for following actuating devices i. Proximity/Smart Card type (Card reader to be supplied by the Bank) ii. Key operated switch type The turnstile gateshall be suitable for outdoor installation as per the specification given in the Part- I of tender including required cables. The rate quoted shall include charges for all materials, labour, transport, insurance etc. and all taxes and duties including GST	1	Each
2	Comprehensive Annual Maintenance Charges per year including the cost of all types of consumables required for the entire year and the cost of all the spares for maintenance of the above set of equipment applicable after one year of guarantee/ Defect Liability Period as per the terms and conditions mentioned in Part I of the tender including GST	1	yearly

Total Cost of Ownership	=	Capital Cost (Supply and installation) + 5.6321*AMC Rate (one year)
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Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

Annexure-I

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. **Process of e-tender:**

A) 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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eprocn/>

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

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).

MSTC Central Helpdesk Numbers - 033-23400020/23400021/23400022

Email id - helpdesk@mstcindia.co.in

Contact person (MSTC):

Mr. Nitin Anand

Shri Pankaj Kumar

Manager (NRO)

Assistant Manager (NRO)

Mobile no: 9769760074

Mobile no - 7229068247

Email: bmcdgmstc@mstcindia.co.in

Email - pankajkumar@mstcindia.co.in

Contact person (RBI Jammu):

i) Mob: 9802640050, Shri Ankit Gupta, Manager, Estate Dept., E-mail ID: ankitgupta@rbi.org.in, Mob: 9086081210, Phone No.: 0191-2472481.

B) System Requirement:

i) Windows XP-SP3 & above/Windows 7 Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature

iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at <https://www.mstcecommerce.com/eprocn/>

2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: Payment of Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD (if any) through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their

	email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website https://www.mstcecommerce.com/eprocn/ of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender</p> <p>a) Bidder(s) need to submit necessary EMD (if any), Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments → RBI Jammu Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p>

	<p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) 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.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://www.mstcecommerce.com/eprocn/
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD (if any) of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

अनुलग्नक/ANNEXURE- II

FORMAT FOR ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.100/- stamp paper)

यह करारनामा _____ माह के _____ वें दिन प्रथम पक्ष भारतीय रिज़र्व बैंक, जम्मू, 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 the _____ day of _____ between the Reserve Bank of India, Jammu (hereafter called “The Bank”) of the one part and _____ (thereinafter called “the Contractor”) of the other part.

यह कि बैंक _____ कराने का इच्छुक है और किए जाने वाले कार्यों को दर्शाने वाला विनिर्देश तैयार किए हैं।

WHEREAS the Bank is desirous of (_____) and has caused specifications describing the works to be done.

और यह कि उक्त विनिर्देशों, मात्राओं की अनुसूची और ड्राइंग्स पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

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

और यह कि संविदाकार यहाँ आगे निर्धारित शर्तों और अनुबंध की विशेष शर्तों में निर्धारित शर्तों और मात्रा-अनुसूची की शर्तों (जिन सबको इसके बाद सामूहिक रूप से “उक्त शर्तें” कहा गया है) पर उक्त ड्राइंग्स में प्रदर्शित और/या उक्त विनिर्देश में वर्णित और मात्रा-अनुसूची में शामिल कार्यों को निर्धारित संबंधित दरों पर निकली कुल राशि अथवा अन्य ऐसी राशि जो उसके तहत देय होगी (जिसे इसके बाद “उक्त संविदा राशि” कहा गया है), पर निष्पादित करने को सहमत हैं।

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

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1	<p>संविदाकार उक्त शर्तों में यथानिर्धारित तरीके और समय पर भुगतान की जाने वाली संविदा राशि के एवज़ में कथित शर्तों पर उक्त ड्राइंग्स में दिखाए गए तथा उक्त ड्राइंग्स में वर्णित और उक्त विनिर्देशों और मात्राओं की अनुसूची में वर्णित कार्य को निष्पादित एवं पूर्ण करेगा।</p> <p>In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and</p>
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	subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2	<p>बैंक संविदाकार को उक्त संविदा राशि अथवा ऐसी अन्य राशि जो उक्त शर्तों में यथावर्णित समय और तरीके से देय हो, का भुगतान करेगा।</p> <p>The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.</p>
3	<p>उक्त शर्तें और उनके 'परिशिष्ट' इस संविदा का हिस्सा पढ़े और समझे जाएंगे और इस संविदा से जुड़े पक्षकार उनका पालन करेंगे और उक्त शर्तों पर प्रतिबद्ध होंगे तथा क्रमशः अपनी ओर से उक्त शर्तों पर करार का निष्पादन करेंगे।</p> <p>The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.</p>
4	<p>यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे।</p> <p>The plans, agreement and documents mentioned herein shall form the basis of this Contract.</p>
5	<p>यह अनुबंध न तो एक निश्चित / एकमुश्त अनुबंध है और न ही एक पीस वर्क अनुबंध है, बल्कि " -----" पर पूरा करने के लिए एक अनुबंध है, जिसका भुगतान दरों की अनुसूची में निहित दरों पर मापी गई वास्तविक मात्रा और संभावित मात्रा या उक्त शर्तों में विहित रीति के अनुसार किया जाएगा।</p> <p>This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the "-----" to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.</p>
6	<p>संविदाकार सिविल कार्यों एवं अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित साधन का उपलब्ध कराएगा, जो कि शर्तों में निर्धारित है, और दीवारों, फर्श आदि हुए किसी भी नुकसान को कार्यों के पूरा होने के बाद ठीक करेगा।</p> <p>The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.</p>
7	<p>बैंक अनुबंध अवधि के दौरान इस संविदा को पूर्वाग्रह के बिना किसी भी समय काम की किसी भी वस्तु को जोड़कर या छोड़कर, ड्राइंग तथा काम की प्रकृति को बदलने का अधिकार सुरक्षित रखता है।</p> <p>The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.</p>

8	<p>समय इस अनुबंध का महत्वपूर्ण घटक होगा और संविदाकार एतद्वारा सहमत है कि वह इसके द्वारा साइट को सौंपे जाने के तुरंत बाद अथवा औपचारिक कार्यदेश मिलने के 14 दिनों से यथाविहित रीति से कार्य प्रारंभ कर देगा और संपूर्ण कार्य बैंक द्वारा दिए गए समय-विस्तार के अधीन पूर्ण कर देगा।</p> <p>Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition, subject nevertheless to the provisions for extension of time.</p>
9	<p>इस अनुबंध के अधीन बैंक द्वारा किए जाने वाले सभी भुगतान जम्मू में ही किए जाएंगे।</p> <p>All payments by The Bank under this Contract will be made only at Jammu.</p>
10	<p>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।</p> <p>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 jurisdiction to determine the same.</p>
11	<p>यह कि इस अनुबंध के सभी भागों को निविदाकर्ता द्वारा पढ़ और समझ लिया गया है।</p> <p>That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.</p>
12	<p>गैर-प्रकटीकरण खंड: संविदाकार प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/प्रणाली/उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी थर्ड पार्टी को प्रकटीकृत नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकार द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।</p> <p>संविदाकार अपने कर्मचारियों के मामले में वे सभी कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का अनुपालन हो। गैर-प्रकटीकरण और गोपनीयता संबंधी संविदाकारकी बाध्यता इस करार की समाप्ति/निरस्तीकरण(चाहे जिस वजह से हो) के उपरांत भी रहेगी।</p> <p>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</p>

	<p>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. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive even after the expiry or termination of this agreement for whatever reason.</p>
13	<p>यौन उत्पीड़न रोकथाम खंड/Prevention of Sexual harassment clause</p> <p>संविदाकार/एजेंसी "कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पालन करेगा। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत संविदाकार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी और संविदाकार/एजेंसी उक्त अधिनियम के अंतर्गत शिकायत के संबंध में उचित कार्रवाई सुनिश्चित करेगी। यदि संविदाकार की किसी पीड़ित महिला कर्मचारी से नियोक्ता के किसी भी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है, तो इस पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि यौन उत्पीड़न की घटना में संविदाकार का कर्मचारी शामिल रहता है और संविदाकार के कर्मचारी द्वारा यौन हिंसा किया जाना सिद्ध हो जाता है तो इस हेतु देय किसी प्रकार की मौद्रिक क्षतिपूर्ति हेतु संविदाकार जिम्मेदार होगा। कार्यस्थल पर यौन उत्पीड़न और संबंधित मामलों की रोकथाम के संबंध में अपने कर्मचारियों/व्यक्तियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.</p>

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

यह करार हिंदी और अंग्रेजी में है। हिंदी और अंग्रेजी पाठ में किसी भी विसंगति और/या किसी भी संदेह की स्थिति में, अंग्रेजी पाठ मान्य होगा।

The agreement is in Hindi & English. In the event of any discrepancy and / or any doubt in the Hindi & English text, English text will be valid."

हस्ताक्षर खंड/ Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द
SIGNED AND DELIVERED by the Reserve
Bank of India by the hand of
श्री / Shri

(नाम एवं पदनाम (/ (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

(1)

यदि पार्टी भागीदारी फर्म या
वैयक्तिक फर्म हो तो सभी अथवा

पता / Address
(2)
पता / Address

सभी भागीदारों की ओर से
हस्ताक्षर किये जाने चाहिए।
If the party is partnership
firm or an individual should
be signed by all or on behalf
of all the partners.

साक्षी/ Witness

निदेशक मंडल की दिनांक को हुई बैठक में
लिए गए संकल्प के अनुसार निम्नलिखित की उपस्थिति में
..... की आम मुहर लगाई गई।
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।
Directors who have signed these presents in
token thereof in the presence of
(1)
(2)

यदि संविदाकार अपनी सामान्य
मुहर के अधीन हस्ताक्षर करता है
तो संस्था के अंतर्नियमों में हस्ताक्षर
खंड का मुहर खंड से मिलान होना
चाहिए।

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

संविदाकार द्वारा श्री और
विधिवत गठित एटार्नी के हाथ से हस्ताक्षरित और सुपुर्द
किया।
SIGNED AND DELIVERED BY the Contractor
by the hand of Shri
_____ and
duly constituted attorney.

यदि संविदाकार पावर ऑफ
एटार्नी (चाहे कंपनी हो या व्यक्ति)
के जरिए हस्ताक्षर कर रहा हो।
If the Contractor is signing
by hand of power of
Attorney, whether a
company or individual.

ANNEXURE-III

*On the Letter Head of
company/firm/organization*

 **Please always quote in your
correspondence**

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Railhead complex
Jammu

Dear Sir,

Name of Work: _____

Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name of the contractor) _____
have carried out the following work/s for us. The firm may be considered sound for
entrusting captioned costing up to Rs.....

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
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 for	

Sr. No.	Particulars	Comments of the Client
9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
	(ii) If firm is maintaining the system under Annual Maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. <hr/> (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)
For S.E.(E) / Executive Engineer (E)

Note:

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

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

** The matter written in italic not to be printed on the final Performance Certificate*

On the Letter Head of Bank

 Please always quote in your correspondence

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

(This should be enclosed with tender in an envelope sealed by the Banker)

This is to certify that to the best of our knowledge and information M/s.....-
----- having address as reproduced below, a
customer of our Bank are/is respectable and can be treated as good for any
engagement up to a limit of Rs. 6.00 Lakh (Rupees
.....). This certificate is issued without any
guarantee or responsibility on the Bank or any of the officers.

(Signature)
For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Jammu.
2. In case of partnership Successful Bidder, certificate to include names of all partners as recorded with the Bank.

ANNEXURE-V

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

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

To
Regional Director
Reserve Bank of India
Jammu.

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)

- (1) Is not from a country sharing land border with India, or
- (2) Is from a country sharing land border with India and has been registered with the
Competent Authority, the certificate of which is enclosed, or
- (3) Is from a country sharing land border with India where Government of India has
extended lines of credit, or
- (4) 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 the 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 the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

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

Signature and name of the authorized
signatory of the Bidder with stamp

Date:

Place:

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work:

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

a) I / We or any of our allied firm* is / or 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) declares that, I / We or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (date). A copy of such letter is attached for your information and record.

(Seal and Signature of the bidder)

Date:

Place:

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

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

Annexure VII

Draft Articles Of Agreement for Annual Maintenance Contract (on Rs 100 non judicial stamp paper from successful bidder only)

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India, Jamuu** having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of Annual Maintenance Contract for the **period of 7 Years** after one year of defect liability period for _____ *Name of the work* _____ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (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 Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS :

(a)	This Comprehensive Annual maintenance contract (i.e. all parts of the system) for the period of 7 years . Rate of the contract shall be renewed as per the clause 6 of this agreement
(b)	Scope of Work: The equipment supplied shall be guaranteed against all types of defects for at least a period of 7 years after one year of defect liability period . Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. During this period (DLP & AMC) servicing at not less than FOUR servicing (cleaning of turnstile gategate, control panels etc) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
(c)	Payment Condition: This rate for the service contract is _____ valid for a period of one year payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station.
(d)	Penalty: This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

			Rectification time	Penalty
	a	Any defects resulting in total failure of the system	24 hours	Rs.2000/- per day
	b	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.500/- per day
	c	Mandatory Quarterly service is not done.		Rs. 1,000/- per service
(e)	Blacklisting: if contractor fails to complete the 8 years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.			
(f)	<p>New Rate of AMC: While renewing the contract amount will be arrived at based on following formula.</p> $A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$ <p> A_C The contract amount for the current year (excluding taxes) A_P The contract amount for the previous year (excluding taxes) </p> <p> EPI_C Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year </p> <p>The rate shall be renewed in every Year in June and communicated through letter.</p>			
(g)	If contractor and The Bank are mutually agreed then AMC period will further renew for minimum 3 years on the formula mentioned in clause 6.			
(h)	All payments by the Employer under this Contract will be made only at Jamuu.			
(i)	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jamuu and only Courts in Jamuu shall have jurisdiction to determine the same.			
(j)	Non-Disclosure clause: The Bidder 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 Bidder 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 Bidder 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 Bidder shall not publish, permit to be published, or disclose any			

	<p>particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder 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 Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>	
(k)	If the Contractor is a partnership or an individual	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.
	If the Contractor is a company	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.
(l)	<p>Prevention of Sexual harassment The contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue. The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.</p>	

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

*

(Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

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 -
Witness -

1. _____

2. _____

If the Contractor
signs under common
seal, the signature
clause should tally
with the sealing
clause in the articles
of association.

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

1. _____

2. _____

If the Contract is
signed by the hand
of power of attorney,
whether a company or
an individual.

SIGNED AND DELIVERED BY -
the Contractor by the hand of
Shri _____

and duly constituted attorney.

LETTER OF UNDERTAKING

To
Regional Director
Reserve Bank of India
Jammu.

Dear Sir,

Name of Work:

I, on the behalf of (company name)_____, hereby declare that our firm/company have suitable arrangement in place for rendering Annual maintenance contract services as per contract agreement. We undertake that any defect in the Turnstile gateGate supplied, installed and commissioned by us in your office at, which leads to complete failure of the system, will be rectified by us within the stipulated period of 24 hours, failing which, we will be liable to pay penalty as specified in the penalty clause of the tender document..

The details of arrangement for rendering AMC services and rectifying the defects during contract period.

Date

Place

Yours faithfully,

Name and signature

Designation

Seal of the firm

LETTER OF UNDERTAKING-Declaration by OEM
(to be submitted on letter head)

To

Regional Director

Reserve Bank of India

Jammu.

Dear Sir,

Name of Work:

We, M/s _____ (Name of the OEM) having registered office at _____ (address of the OEM) by virtue of being original equipment manufacturer for _____ (Name of the product/s), hereby authorise M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) to submit quote, supply, install and provide after sales support for Full height dual lane turnstile gate quoted by them to meet the above mentioned tender requirements.

We hereby confirm and extend our warranty services during defect liability period of one year and annual maintenance contract period of 7 years as per tender clause for the product offered by the above firm against and duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation of 8 years as required by the contract.

We also assure you, that we will continue to provide all type of support as per contract agreement for rendering AMC services for a period of 7 years through any other authorised dealer/system integrator for same terms and condition in case the above mentioned authorised dealer/system integrator fails to provide after sale services we will provide CAMC at same terms and conditions; failing to which the bank reserves the right to blacklist our firm.

The undersigned is authorised to issue such authorisation on behalf of M/s _____ (Name of the OEM).

For M/s _____ (Name of the OEM)

Signature & company seal

Name

Designation

Email

Mobile No.

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) furnishable to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for "NAME OF WORK" as per their e-Tender dated _____ and your Special Conditions of Contract and other eTender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

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

enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled 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 e-Tender or showing of any indulgence by the Bank to the e-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
(Bankers Name & Seal)

BRANCH MANAGER
(Bankers Seal)
Address -----

Illustration of the price Bid (For reference only)

Sr. No.	Description	Qty.	Unit	Rate / Unit (In Rupees)	Amount
1	Outdoor type turnstile gate(To be used by Bank's staff/Visitors) Supply, installation, testing and commissioning of full height dual lane turnstile gatefor following actuating devices i. Proximity/Smart Card type (Card reader to be supplied by the Bank) ii. Key operated switch type The turnstile gateshall be suitable for outdoor installation as per the specification given in the Part- I of tender including required cables. The rate quoted shall include charges for all materials, labour, transport, insurance etc. and all taxes and duties including GST	1	Nos	₹5,50,000.00	₹5,50,000.00
2	Comprehensive Annual Maintenance Charges per year including the cost of all types of consumables required for the entire year and the cost of all the spares for maintenance of the above set of equipment applicable after one year of guarantee/ Defect Liability Period as per the terms and conditions mentioned in Part I of the tender including GST	1	Nos	₹50,000.00	₹50,000.00
				Total Cost	₹8,31,605.00

Example:

Say firm A quotes

₹5,50,000/- is the capital cost of the system for which work order shall be issued.

₹50,000/- is CAMC cost per annum for second year after expiry of the DLP period of the 1 year.

NPV (Net present value) pf the Turnstile gategate which arrived as below

$$\begin{aligned}
 \text{Total Cost} &= \text{NPV} = \text{Capital cost} + 5.6321 * \text{CAMC cost per annum} \\
 &= ₹5,50,000 + 5.6321 * ₹50,000 \\
 &= ₹8,31,605/-
 \end{aligned}$$

Sr. No.	Description	Qty.	Unit	Rate / Unit (In Rupees)	Amount
1	Outdoor type turnstile gate(To be used by Bank's staff/Visitors) Supply, installation, testing and commissioning of full height dual lane turnstile gatefor following actuating devices i. Proximity/Smart Card type (Card reader to be supplied by the Bank) ii. Key operated switch type The turnstile gateshall be suitable for outdoor installation as per the specification given in the Part- I of tender including required cables. The rate quoted shall include charges for all materials, labour, transport, insurance etc. and all taxes and duties including GST	1	Nos	₹5,00,000.00	₹5,50,000.00
2	Comprehensive Annual Maintenance Charges per year including the cost of all types of consumables required for the entire year and the cost of all the spares for maintenance of the above set of equipment applicable after one year of guarantee/ Defect Liability Period as per the terms and conditions mentioned in Part I of the tender including GST	1	Nos	₹75,000.00	₹50,000.00
				Total Cost	₹9.22.407.50

Say firm B quotes

₹5,00,000/- is the capital cost of the system for which work order shall be issued.

₹75,000/- is CAMC cost per annum for second year after expiry of the DLP period of the 1 year.

NPV (Net present value) pf the Turnstile gategate which arrived as below

$$\begin{aligned}
 \text{Total Cost} &= \text{NPV} = \text{Capital cost} + 5.6321 * \text{CAMC cost per annum} \\
 &= ₹5,00,000 + 5.6321 * ₹75,000 \\
 &= ₹9,22,407.50/-
 \end{aligned}$$

The firm A quote found to be with lowest NPV. The firm A will be awarded work order. The work order will be placed for the capital cost i.e. ₹5,50,000/- & AMC for 1st year for amount of ₹50,000/- in above example.