



भारतीय रिज़र्व बैंक Reserve Bank of India



Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank's Offices at Fort, Byculla and BKC in Mumbai

Reserve Bank of India invites online e-tenders for **Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank's Offices at Fort, Byculla and BKC in Mumbai**

1. Online Tenders by e-tendering process are invited for above work at Bank's Mumbai Regional Office at Mumbai. The e-tender is to be submitted through the website www.mstcecommerce.com. The work is estimated to cost Rs. 15 lakhs (Fifteen Lakhs Only) and is to be completed within 8 weeks from 14th day from the date of award of work.
2. Online Tenders will be available to view/download for all firms from **11:00 AM on November 23, 2021** but only those contractors who have minimum 5 years' experience in the field of undertaking similar works of "**Design, Supply, Installation, Testing, Commissioning of Thermal Camera System**" shall be eligible for participation in the tender.
3. The contractor should have also executed successfully similar works on or after October 31, 2016 individually costing as under:
 - (a) Three works each costing not less than 40% of Rs. 15 Lakh

OR

 - (b) Two works each costing not less than 50% of Rs. 15 Lakh

OR

 - (c) One work costing not less than 80% of Rs. 15 Lakh

AND

 - (d) Have a minimum yearly turnover of 100% of the Rs. 15 Lakh during the last 3 financial years

AND

 - (e) Have a service set up in Mumbai for rendering after sales service. Only tenderers who qualify as above will be eligible to participate in the tender for the work.

The required documents evidencing compliance of all the above criteria (Pre-Qualification Papers) shall be submitted by the firm on or before **December 14, 2021 by 05:00 PM** at Fort Office, Estate Cell.

3. The contractors shall also be required to furnish, at the time of submitting Pre-Qualification papers the following information in writing along with documents to satisfy the Bank about their eligibility for participating in the tendering process:

(a)	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of association/power of Attorney/any other relevant document
(b)	Work experience and completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience.
		The details along with documentary evidence of previous experience if any, of carrying out works for the Reserve Bank of India at any centre should also be given.
(c)	Creditworthiness of the contractor & their Turn over during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three financial years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and address of their bankers along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished

(e)	Details of bank accounts	Full particulars of their bank accounts, like account no., type, when opened etc. should be given
(f)	Name(s) and address(es) of the Clients and their present contact executives.	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc. of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contracts (s) and actual time taken to complete the work(s), names and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.

4. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse their participation/reject their tender.
5. Tender forms will be available for download on MSTC Website <http://www.mstcecommerce.com> from **11:00 AM on November 23, 2021**. A pre-bid meeting of the eligible bidder (who meets the PQ criteria) will be held on **December 24, 2021 at 11:00 AM** in the Bank's Office Building, Estate Cell, Fort Office, Mumbai

The Pre-Qualification papers super scribed as "**Pre-Qualification documents for Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank's Offices at Fort, Byculla and BKC in Mumbai.**" addressed by name to Shri. Ajay Michyari, Regional Director, Reserve Bank of India, shall be submitted to AGM (Admin) Estate Cell, Fort Office Mumbai latest by **December 14, 2021 till 05:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ document may be forwarded to mail id: abhayjoshi@rbi.org.in and anandmahadevan@rbi.org.in latest by **December 14, 2021 till 05:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or **before December 24, 2021 by 11:00 AM**.

6. An EMD of Rs 30,000/- (Rupees Thirty Thousand Only) shall be submitted by the eligible tenderer on or before **January 3, 2022 by 02:00 PM** in the form and manner as prescribed in the Part-I of the tender.
7. Tender in prescribed form shall be submitted in two parts in online mode. Part-I tender will contain an online undertaking towards acceptance of Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter (scanned copy to be uploaded) and Part-2 (Price bid) to be filled online.
9. Part I of the tenders will be opened on **January 3, 2022 at 03:00 PM** in the online mode. Part II of the online tender will be opened on subsequent date, with due intimation to the eligible tenderers.
10. The applicants /tenders have to submit in a sealed envelope /cover:
 - a) Client's certificate as per format mentioned in the tender.
 - b) Banker's certificate as per format mentioned in the tender.

The certificates should be addressed to Shri. Ajay Michyari, Regional Director, Reserve Bank of India, Estate Office, Fort Cell, 2nd Floor, Mumbai- 400 001 and shall be submitted on or before **December 14, 2021 till 05:00 PM** in a sealed envelope/cover to AGM (Admin), Estate Cell, Fort Office, Mumbai. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates are liable for rejection. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason thereof

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Mumbai/Estate/199/21-22/ET/267
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to download	23.11.2021 from 11:00 AM onwards
d. Pre-Bid meeting	11:00 AM on 24.12.2021 at 2 nd Floor, Estate Cell, Fort Office, Mumbai 400001
e. Earnest Money Deposit	₹ 30,000/- (Rupees Thirty Thousand only) by NEFT or in the form of DD on or before 2:00 PM on January 3, 2022 . The DD shall be submitted in sealed cover addressed by name to Shri Ajay Michyari, Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai -400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai- 400001 NEFT Details A/c No – 04861436206 IFSC CODE – RBIS0MBPA04
f. Last date of submission of EMD	January 3, 2022 till 2.00 PM
g. Last date of submission of Pre-Qualification (PQ) papers	14.12.2021 till 5:00 PM
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	November 23, 2021 from 11:00 AM onwards
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	January 3, 2022 till 2.00 PM
j. Date & time of opening of Part-I (i.e., Techno-Commercial Bid) Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.	January 3, 2022 at 3.00 PM Shall be intimated to the eligible bidders subsequently

k. Transaction Fee	Rs.1000 /- plus GST @18% To be paid through MSTC payment Gateway/ NEFT/RTGS in favour Of MSTC Ltd.
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भारतीय रिज़र्व बैंक
Reserve Bank of India
Estate Office
MUMBAI



E-tender for Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank`s Offices at Fort, Byculla and BKC in Mumbai

Techno-Commercial - Bid

Name of Firm

Address:

Last Date for Submission: January 3, 2022 before 02.00 p.m.

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SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Mumbai/Estate/199/21-22/ET/267
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
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d. Pre-Bid meeting	11:00 AM on 24.12.2021 at 2 nd Floor, Estate Cell, Fort Office, Mumbai 400001
e. Earnest Money Deposit	₹ 30,000/- (Rupees Thirty Thousand only) by NEFT or in the form of DD on or before 2:00 PM on January 3, 2022. The DD shall be submitted in sealed cover addressed by name to Shri Ajay Michyari, Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai -400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai- 400001 NEFT Details A/c No – 04861436206 IFSC CODE – RBIS0MBPA04
f. Last date of submission of EMD	January 3, 2022 till 2.00 PM
g. Last date of submission of Pre-Qualification (PQ) papers	14.12.2021 till 5:00 PM
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	November 23, 2021 from 11:00 AM onwards

<p>i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid</p>	<p>January 3, 2022 till 2.00 PM</p>
<p>j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.</p>	<p>January 3, 2022 at 3.00 PM</p> <p>Shall be intimated to the eligible bidders subsequently</p>
<p>k. Transaction Fee</p>	<p>Rs.1000 /- plus GST @18%</p> <p>To be paid through MSTC payment Gateway/ NEFT/RTGS in favour Of MSTC Ltd.</p>

(Section I to VIII)

Section I

Form of Tender

To,

The Regional Director,
Reserve Bank of India,
Estate Office, 2nd floor,
Mumbai Regional Office,
Fort, Mumbai - 400001

Place:

Date:

Dear sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation 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 execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Design, Supply, Installation, Testing & Commissioning of Thermal Camera Systems for Bank's Offices at Fort, Byculla & BKC Mumbai.
(b)	Estimated cost	15 Lakh
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 30,000/-
(e)	Time allowed for completion of work from 14 th day after the date of work order	08 weeks

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such

period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure I](#)).

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. The Tender is submitted in two parts in online manner at MSTC ecommerce site. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2021.

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation__ Place _____
_____ Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with
name, address and date _____

(2) Signature with
name, address and date _____

Section II

Articles Of Agreement

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

WHEREAS the Employer is desirous to **Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank's offices at Fort, Byculla and BKC in Mumbai** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers _- to -__, the specifications, and the schedule of quantities 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 -

- 2.1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.
- 2.2 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- 2.3 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.
- 2.4 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.

- 2.5 The drawings, agreement and documents mentioned herein shall form the basis of this Contract.
- 2.6 This Contract is deemed to be -Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.
- 2.7 The Contractor shall afford every reasonable facility for carrying out of all works relating to minor civil works, electrical installations, fittings 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.
- 2.8 The Employer 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 at any time during the currency of Contract, without prejudice to this Contract.
- 2.9 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the 14th day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within weeks subject nevertheless to the provisions for the extension of time.
- 2.10 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Mumbai.
- 2.11 Contractor will provide all required spares and services during defect liability period and entering into comprehensive AMC for the period stipulated in the tender.
- 2.12 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
- 2.13 The contractor **shall not disclose** directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 2.14 The contractor/agency shall be solely responsible for full compliance with the provision of **Sexual**

harassment of Women at workplace under Prevention, Prohibition and Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.

(a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.

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

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

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

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

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 authorised 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.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Mumbai

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of -

Witness -

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.

Section III
General Instructions To Tenderers and Special Conditions

3.0 Submission of Tender

Online e-tenders are invited for the work Design, Supply, Installation, Testing & Commissioning of Thermal Camera Systems for Bank's offices at Fort, Byculla and BKC in Mumbai. The tenders shall be submitted in online manner at MSTC ecommerce site.

3.1 Online Tenders will be available to view/download for all firms from **11:00 AM on November 23, 2021** but only those contractors who have minimum 5 years' experience in the field of undertaking similar works of **Design, Supply, Installation, Testing, Commissioning of Thermal Camera System** shall be eligible for participation in the tender.

The contractor should have also executed successfully similar works on or after October 31, 2016 individually costing as under:

(a) Three works each costing not less than 40% of Rs. 15 Lakh

OR

(b) Two works each costing not less than 50% of Rs. 15 Lakh

OR

(c) One work costing not less than 80% of Rs. 15 Lakh

AND

(d) Have a minimum yearly turnover of 100% of the Rs. 15 Lakh during the last 3 financial years

AND

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

Only tenderers who qualify as above will be eligible to participate in the tender for the work. A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected. All the firms intend to participate in the online tender need to submit EMD before the last date of opening and a scanned copy must be uploaded on the website.

3.2 A pre-bid meeting of the eligible bidders will be held at 11.00 AM on December 24, 2021 to discuss / clarify anything about the tender. **All the intending tenderers are advised to study the web advertisement, tender documents and provide the pre-qualification documents** by email to anandmahadevan@rbi.org.in / abhayjoshi@rbi.org.in. Alternatively, the intending tenderer may send their queries through email to rpmhatre@rbi.org.in before the above pre-bid meeting for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending tenderers to provide the first feel of the work and site.

3.3 Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 3 PM and technical evaluation of the same will be done. Firms who are meeting all the eligibility criteria and technically qualified will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the eligible tenderers in advance.

3.4 The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates only and the amount will be calculated automatically by website.

3.5 The tenderers shall pay as Earnest Money a sum of ₹ 30,000/- (Rupees Thirty Thousand only) by NEFT or a demand draft in favor of Reserve Bank of India, Mumbai, drawn on a scheduled bank. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. EMD shall be forfeited in the case of the Successful Tenderer, if not attended /refused and fails to complete the work within the prescribed time limit.

3.6 The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.

3.7 The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

3.8 Part I – Technical & Commercial

3.8.1 Part I shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials technical description, drawings shall be uploaded with the following:

3.8.1.1 Earnest money in the form of NEFT/DD issued by a scheduled Bank in India.

3.8.1.2 Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.

3.8.1.3 List of deviations, if any, in commercial terms and conditions.

3.8.1.4 List of deviation, if any, in technical specification.

3.8.1.5 Any other technical information the tenderer wishes to furnish.

3.8.2 The Tenderers are advised to visit all the sites of installation and acquaint themselves of the site conditions before tendering.

3.8.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.8.4 The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.9 Scope of Work:

3.9.1 Design, Supply, installation, testing and commissioning of Thermal Camera System in Bank's offices at Fort, Byculla and BKC in Mumbai.

3.9.2 Delivery of entire material to respective Bank's Offices including packing, handling, transporting, clearing, loading/unloading etc. without any extra charges.

3.9.3 Installation, testing & commissioning of all the components/ equipment / accessories etc. as per specification given elsewhere in this document and handing over to the Bank and providing necessary site training to the users.

3.9.4 Providing all-inclusive service including all spares, labour, software, it's upgradation, cabling, relocation of cameras etc. without any extra charge during defect liability period (DLP) of 1 (ONE) year from the date of handing over and subsequent comprehensive Annual Maintenance Contract (CAMC) for the committed period of 3 (THREE) years after expiry of defect liability period of 1(ONE) year as stipulated in the subsequent section.

3.9.5 All engineering, equipment, labour and permits required to satisfactorily complete the work as per specifications.

3.9.6 Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work

3.9.7 The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications

3.9.8 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9.9 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the Thermal Camera system.

3.9.10 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the equipment's and handover same to be Bank after completion of the work.

3.10 Validity of Tender

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

3.11 Lowest Tender Not Necessarily To Be Accepted

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

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

3.12 Earnest Money, Security Deposit

3.12.1 Intending tenderers shall pay as Earnest Money a sum of ₹ 30,000/- (Rupees Thirty Thousand only) by NEFT/demand draft drawn on scheduled bank payable to Reserve Bank of India, Mumbai.

3.12.2 Tender not accompanied by DD or NEFT details is liable to be rejected. Under no circumstances EMD will not be accepted in the form of fixed deposits of the Bank or Insurance guarantee or cheque.

3.12.3 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time.

3.12.4 Should the successful Tenderer fail to furnish Bank Guarantee towards the Security Deposit within stipulated time, the EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

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

3.13 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

- **60% of the quoted rate pro-rata against receipt of the material at site and on submission of the following documents:**
 - i) **Manufacturer's Inspection and Test Certificates**
 - ii) **Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free of cost to the Bank.**
 - iii) **Policies of insurance covering all the risks during storage, installation, commissioning, testing and handing over including third party liabilities including the Covid-19 related insurance policy.**
- **30% of the quoted rate pro-rata against erection, testing, commissioning and handing over. (The installation of Thermal Camera system shall be inspected and certified by the contractor before handing over of the same.)**
 - **Balance 10% of the quoted rate of the work will be released after handing over of the entire system subject to submission of BG (as per clause 3.17.6 above) of equal amount of the quoted capital cost for the work the due fulfilment of the terms and obligations of the DLP and CAMC contract. This BG should be valid for a period of Four (4) years i.e. (one-year DLP plus three years CAMC).**

3.14 Taxes

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, service tax, Value Added Tax (VAT), GST etc. as imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the system to the Bank, in the joint names of the Bank and the contractor within 10 days from the date of work order.

It shall cover the following risks: -

- Storage, erection, testing and commissioning policy.

- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.15 lakh and with a limit of Rs. 5 lakh per accident.
- The Covid-19 related insurance policy as applicable

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

3.16 Completion Period

3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract.

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

3.17 Warranty/ Defects Liability Period and Annual Comprehensive Maintenance Service contract:

3.17.1 The contractor shall provide comprehensive AMC of thermal camera system after serving the DLP for a minimum three year. For which, the tenderer shall quote their rates in rupees per annum for all-inclusive Comprehensive Maintenance Contract inclusive of the cost for spares, transport, insurance, handling, etc. applicable. These rates shall remain firm for the first year of CAMC.

3.17.2 Renewal amount of comprehensive AMC for next 2 years after defect liability period and 1st year of AMC shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} (15 + 70 \times \frac{EPC}{EPP} + 15 \times \frac{Wl_C}{Wl_P})$$

A_C = The contract amount for the current year.

A_P = The contract amount for the previous year.

EP_C = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.

EP_P = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.

WI_C = Consumer Price Index for industrial workers (respective location of installation city) 6 months prior to commencement date of contract for the current year.

WI_P = Consumer Price Index for industrial workers respective location of installation city) 6 months prior to commencement date of contract for the previous year.

The Bank at its discretion, may terminate the AMC even before the completion of 3 year as stipulated above and shall not be liable for any payment in respect of the balance duration of CAMC.

3.17.3 **Scope of work during the DLP and CAMC period:** Successful tenderer shall make periodical inspection of the working of the cameras system installed by them at least once a quarter (3 months) or earlier, if required, and attend to the breakdown calls and such other service that may be required. This includes the comprehensive maintenance of the Thermal scanning system provided under the scope of works including all the cameras, storage devices, cables, accessories, associated equipment and all types and all hardware and software etc. provided by the contractor under this work. The contractor will have to provide at no additional cost to the Bank all software updates, releases, Version upgrades, New Versions etc. as and when required for smooth functioning of the system installed by them during DLP & CAMC period.

3.17.4 **Payment during CAMC period:** The payment towards CAMC shall be made after every six months after statutory deductions and after satisfactory completion of the service against submission of the bill along with service reports. These rates shall remain firm for the first year after handing over the system to the Bank and these rates will also be considered while evaluating the bids.

3.17.5 **Penalties during DLP and CAMC period:** During the DLP and the currency of the CAMC Contract, all care shall be taken so that the downtime of the system is kept minimum and in any case, the any defects in the system shall be attended within 24 hours from the time of reporting complaint in writing (complaints through SMS, emails, fax etc. shall also be treated as complaints in writing) and repaired / replaced within 48 hours. If the down time of the thermal camera exceeds the 24 hours **during defect liability period and CAMC period**, penal recovery shall be made from any payments due to the contractor at the rates of Rs. 1000/- per camera per day or part thereof.

3.17.6 **Performance Bank Guarantee:** After completion of the work, the tenderer shall furnish an amount equal to 10% (ten percent) of the quoted capital cost for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank (shall be shared with successful bidder) towards security deposit for the due fulfilment of the terms and obligations of the DLP and CAMC contract within 10 days from the date of handing over of the system. This BG should be valid for a period of Four (4) years i.e. (one-year DLP plus three years CAMC).

- 3.17.7 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, defect liability and AMC period may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts within ten days of issue of demand notice by the Bank.
- 3.17.8 If awarded, the Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing to the Contractor rescinding the contract.
- 3.17.9 The firm must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making Quotation and for entering into a contract and must inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
- 3.17.10 In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- 3.17.11 The contractor shall purchase all appropriate insurance policies as required to carry out the work. Bank's shall not be responsible for any damage / losses to the contractor.
- 3.17.12 The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.
- 3.17.13 The contractor and all their employee's / assignees/ wards/ workmen entering in the Bank's premises and / or while executing their job as per the scope of shall follow the Bank's guidelines in relation of COVID-19 such as practice of social distancing, covering of faces with facemasks, etc.

3.18 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's respective office building, Mumbai

3.19 Signing of Contract Agreement

- 3.19.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

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

3.20 Language

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

3.21 Right to Accept Part Tender

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

3.22 Evaluation of Tender

The financial bids of the tenders will be evaluated based on Total cost of ownership (**TCO**) by using Net Present Value (NPV) method. Calculation of total cost of ownership shall include the following:

- a) The capital cost (**C**) quoted for the Thermal camera system and
- b) NPV of the rates quoted for (CAMC) comprehensive all-inclusive Annual Maintenance Contract (**A**) for a period of 3 years after expiry of Defect Liability Period of one year from the date of handing over the system to the Bank.

For arriving at the NPV of CAMC amount, a multiplication factor (**F**) will be taken as:

- a) Discount factor - 8% per annum
- b) Annual Escalation in the quoted rate per annum for AMC after completion of first year AMC - 5% per annum
- c) Period of AMC - 3 years
- d) Payment terms of AMC half-yearly payment

Total Cost of Ownership, $TCO = C + F \cdot A$

Where,

C = Capital cost of the Thermal Camera System

F = Multiplication Factor = **2.5503**

A = The amount quoted for Comprehensive Annual Maintenance Contract (CAMC) Charges

It may please be noted that if any vendor quotes AMC value less than 5% of the contract amount, then for evaluation purpose minimum 5% of the contract value will be considered for calculating total cost of ownership, however if the work is awarded to such L1 bidder the AMC payment will be made for their quoted rate only.

3.23 Testing

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

3.24 Drawings

All required drawings for equipment lay out inside the buildings should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

3.25 Other Issues

3.25.1 The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.25.2 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for

entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

- 3.25.3 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
- 3.25.4 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- 3.25.5 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 3.25.6 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- 3.25.7 The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.
- 3.25.8 The successful tenderer shall provide the PPE (Personal Protective Equipment) for their staff entering in the Bank's Premises and shall ensure to follow all the Bank's instruction related to personal safety, use of PPE inside the Bank's Premises.
- 3.25.9 Compliance to 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 and its subsequent revisions shall be a part of tender requirement for this work.

3.25.10 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 V](#)

3.25.11 If this Undertaking / Declaration / Certificate submitted by the bidder found to be false, his/her tender / work order will be immediately terminated, and any 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.

3.26 Safety Code

3.25.1 First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.

3.25.2 The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

3.25.3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

3.25.4 No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.

3.25.5 The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.

3.25.6 Every opening in the floor of a building or 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.

3.25.7 No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.

3.25.8 Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

3.25.9 Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

3.25.10 No paint containing lead or lead products shall be used except in the form of paste or

readymade paint.

3.25.11 Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

3.25.12 Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.

3.25.13 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.

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

Signature of tenderer

Address

Date

Section IV - The Conditions Hereinafter Referred To

4.1 Interpretation Clause

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

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	“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. Neither the Bank’s Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order

		of the Bank's Engineer with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer
(f)	"Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(h)	"Net Prices"	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(i)	"The works"	Shall mean the Design, Supply, Installation, Testing & Commissioning of Thermal Camera Systems for Bank's offices at Fort, Byculla and BKC in Mumbai.

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

4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 3.25.4 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

4.3 Variations to be approved by Employer

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

4.4 Drawings, Schedule of Quantities & Agreement

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Drawings and Specifications to the Bank.

4.5 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

- 4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye- laws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.
- 4.6.2 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.
- 4.6.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.7 Setting out of works

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

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

4.9 Contractor's superintendence and representative on the works

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

4.10 Dismissal of Workmen

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

4.11 Assistant Manager (Tech)/Manager (Tech)

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

The Assistant Manager (Tech)/Manager (Tech) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.12 Assignments and Sub-letting

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

4.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer in accordance with the provisions of Clause 3.25.3 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

4.13 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 3.25.3 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.

4.14 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.

4.15 Measurement of Works

- 4.15.1 The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
- 4.15.2 Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.
- 4.15.3 The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

4.16 Prices for extra etc. ascertainment of

- 4.16.1 The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing seven days, be deemed to have been given in writing
- 4.16.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 3.25.3 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

4.16.2.1(i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

4.16.2.2 The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

4.16.2.3 Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced

Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

4.16.2.4 Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix.

4.17 Unfixed materials when taken into account to be the property of the Employer

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

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

4.19 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 12 months from the date of commissioning of the system, arising in the opinion of the Employer from materials or

workmanship not in accordance with the contract, shall upon the directions 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, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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 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 material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in Clauses 4.21 and 4.22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

4.20 Certificate of virtual completion and Defects Liability Period

The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

4.21 Nominated Sub-Contractor

4.21.1 All Specialists, Merchants, Tradesman and others executing any work of supplying or fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

4.21.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

4.21.2.1 That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

4.21.2.2 That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

4.21.2.3 Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

4.22 Other persons employed by Employer

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

4.23 Insurance in respect of damage to person and property

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

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

4.23.3 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 expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer 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 statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

4.23.4. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the 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.

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

4.24 Date of Commencement and Completion

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

desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

4.26. Damages for Non-completion

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.27 Delay and Extension of Time

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

4.28 Failure by Contractor to comply with Employer's instructions

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

4.29 Termination of Contract by the Employer

If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

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

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

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

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

Or if the Employer determine that the Contractor

4.29.1 has abandoned the Contract, or

4.29.2 has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

4.29.3 has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

4.29.4 has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

4.29.5 has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the

Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.30 Termination of Contract by Contractor

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

4.30.2 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 4.27 hereof.

4.31 Certificates and Payments

4.31.1 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as “Value of work for Interim Certificates” (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as “the Defects Liability Period” in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4. 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.

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

4.31.3 The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

4.31.4 No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

4.31.5 Payments shall be made within the period named in the Appendix as “Period for honouring

Certificates” after such Certificates have been delivered to the Employer.

4.32 Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the “Period for honouring Certificates” named in the Appendix, carry interest at the rate named in the Appendix as the “Rate of interest for delayed payment” from the date upon which such sum ought to have been paid by the Employer until the payment.

4.33 Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 4.34 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.34 Settlement of dispute by arbitration

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

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

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Mumbai, INDIA.

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

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

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

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

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

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

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

4.36 Employer entitled to recover compensation paid to workmen

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

4.37 Abandonment of Works

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

4.38 Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies

paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

4.39 Right of Employer to terminate Contract in the event of death of Contractor, if individual

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

4.40 Marginal Notes

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

4.41 Non – Disclosure clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the 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 the expiry or termination of this agreement for whatever reason.

IN WITNESS WHEREOF the Employer and Contactor have set their respective hands to these presents and two duplicates hereof the day and the year first hereinabove written. We will maintain confidentiality regarding the operation of the Bank that comes to our notice during the period of AMC.

IN WITNESS WHEREOF the employers 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 duplicates has caused these presents and the said to duplicate here to be executed on its behalf, this day and year first hereinabove written.

4.42 Prevention of Sexual Harassment:

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

Place:

Signature of the Contracture With seal

Date:

Section (V)

Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 4.20 of the section “ Conditions Hereinafter Referred To ”.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of work order.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs.10 Lakhs
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Seal & signature of Contractor

SECTION VI

Technical Specifications

6.0 Scope of Work

1. The Reserve Bank of India, intends to provide the thermal cameras which can measure the temperature on the foreheads of the persons entering in the Bank's Mumbai Regional Office Buildings at Fort, Byculla & BKC, Mumbai so as to identify / restrict the entry of persons with elevated body temperature. Each camera shall be an independent unit comprising of exclusive, processing unit, display unit etc. for each thermal camera. The video streams of all cameras shall be continuously recorded for minimum 30 days periods to facilitate investigations of a reported case. All equipment and materials used shall be standard components from the current range of products that are regularly manufactured and used in the system.
2. The vendor 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":

- The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- The removal from the site of any materials brought thereon by the vendor and the substitution of any other material therefor.
- The removal and/or re-execution of any works executed by the vendor.
- The dismissal from the works of any persons employed thereupon.
- The opening up for inspections of any work covered up.
- The amending and making good of any defects.

The vendor shall herewith 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 Vendor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Vendor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The vendor 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 quotation. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The vendor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Vendor he shall herewith return to the Bank's Engineer all Drawings and Specifications.
4. The Vendor 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 Vendor 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.

The specification of the thermal camera shall be as under:

Make of the Offered Thermal Camera:

Model of the offered Thermal Camera:

S. No.	Technical parameter	Specification Value	Compliance (Yes / No)
1	Thermal Sensor Technology	Uncooled VOx Sensor	
2	Spectral Range	8-14µm	
3	Thermal Camera Resolution	Min 256 x192	
4	Pixel Size	17µm	
5	NETD	<50 mK (0.050°C)	
6	Measurement Temperature Range	30°C ~ 45°C	
7	Temperature Accuracy	± 0.3°C	
8	Distance of object for temperature measurement	3-4 Meters	
9	The camera should be capable of measuring the temperature of multiple persons at a time	Multiple Person Measurement	
10	The thermal camera should be capable of measuring the temperature without any time delay	Measure Temperature on the go	

S. No.	Technical parameter	Specification Value	Compliance (Yes / No)
11	Optical sensor pixel	Minimum 2MP	
12	The camera should be integrable with existing CCTV system	ONVIF Compliant	
13	Ambient Temperature	0°C ~ 50°C	
14	The camera give audio and visual alarms in case of temperature measure is above a set value of temperature	Audio and Visual	
14	IP Rating	Minimum IP66	
15	Certificates Available	BIS & CE Certified	

In addition to the above, the offer thermal camera system shall have the followings:

1. Each system shall have individual processing unit required for storage, live streaming and AI based alarm system etc.
2. Each system shall have individual storage on in the form of internal hard-disk having a storage capacity for minimum 30 day of recording.
3. Each system shall be provided with AI based software which is capable of identifying human face and measure the temperature on the forehead.
4. Each system shall be supplied with a minimum 22” size LED display monitor of high resolution (Full HD) suitable for display of camera footage.
5. The bidder shall submit a copy technical data sheet of their offered thermal camera as published by the OEM of the camera, copies of BIS and CE certificate.
6. The bidder shall submit the details of associated equipment’s such as processing unit, display unit, storage system, offered by them under their offer and provide their technical datasheet.
7. All the original licensed copies of the software(s) shall be supplied and handed over to the Bank, after successful completion of job.
8. The offered thermal camera system shall also include all required software, the accessories, connection cables, power and data cable, mounting arrangement, required for the installation and successful operation of thermal camera system for its intended purpose.

9. The system shall be capable of generating reports, alerts etc. and storing them on the system memory for post event analysis.

Locations where the systems to be installed:

Sr.No.	Office building	Location	Qty.
1.	Main Building, Fort, Mumbai	Staff Entry	01 set
2.	Main Building, Fort, Mumbai	VIP Entry	01 set
3.	Amar Building	Main Entrance	01 set
4.	Byculla Office Building	Main Entrance	01 set
5.	BKC Office Building	Main Entrance	01 set

Bank's Engineers details:

Sr.No.	Office building	Engineer's Name	Contact number
1.	Main Building, Fort, Mumbai	R.P.Mhatre,AM(Tech)	9930139757
		V.P.Jumle,AM (Tech)	9930139766
	Amar Building, Fort, Mumbai	Nikhil Jitithor,JE(Elec.)	9420674184
		Shashi Sinha, JE(Elec.)	8424058435
2.	Byculla Office Building	R.G.Ghadge, AM(Tech)	9061045539
3.	BKC Office Building	Y.R. Sonavane,AM(Tech)	9833292972

Place:

Signature of the contractor with seal

Date:

Section VII

Appendix-I

Check List

Design, Supply, Installation, Testing, Commissioning and Maintenance of Thermal Camera System for Bank's offices at Fort, Byculla and BKC in Mumbai

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs 30,000/-	
3	Terms of payment	As per clause No. 3.13	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	12 months from date of handing over.	
6	Service after sales	Free of cost during the Guarantee period including replacement of any material/assembly/equipment/spares /labour if found necessary.	
7	Completion period	08 weeks from 14 th day of letter of award of work.	
8	Liquidated damages	0.25 % of the contract amount per week of delay subject to a maximum of 10% of the contract value.	
9	Penalty for delay in providing service	As per applicable clause 3.17.5 in Part I of the tender	
10	Spare parts / Tools to be supplied at free cost	As per clause 3.9.9	

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

Place
Date

Signature of Contractor

Name
Designation
Seal of the
firm

Section VIII

Un- Priced Schedule of Quantities

S.N.	Description of item	Qty.	Unit
1.	Design, Supply, installation, testing and commissioning of Thermal Camera including all accessories, storage, cabling, processing units, storage, display unit of 22", all the hardware and software required for completing the installation as per technical specifications specified in techno-commercial bid of the tender at following locations: Main Building – 02 sets Amar Building - 01 set Byculla Office – 01 set BKC office- 01 set	05	sets
Comprehensive AMC		Qty	Unit
2	Comprehensive annual maintenance contract (CAMC) charges for maintaining the Thermal camera system including all equipment's , including spares, after defect liability period, as per terms and conditions specified in techno-commercial bid of the tender.	05	sets

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____

(hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai -400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tenders for Design, Supply, Installation, Testing & Commissioning of Thermal Camera systems for Bank's offices at Fort, Byculla and BKC in Mumbai and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the work of Design, Supply, Installation, Testing & Commissioning of Thermal Camera systems for Bank's offices at Fort, Byculla and BKC in Mumbai. The Bank's decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

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

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

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

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

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

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

SIGNED AND DELIVERED
(For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address _____

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 Estate
Office Reserve Bank of India
Mumbai

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Design, Supply, Installation, Testing & Commissioning of Thermal Camera systems for Bank's offices at Fort, Byculla and BKC in Mumbai as per their Tender dated and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of _____ INR (_____ INR (_____ only) 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 _____ (

_____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 tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

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

SIGNED AND DELIVERED
(For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address _____

Annexure-III

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

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

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "Design, Supply, Installation, Testing & Commissioning of Thermal Camera systems for Bank's Mumbai Regional Office Buildings at Mumbai" for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure - IV

Details of service set up of the firm

Details of Service Setup at Mumbai or Mumbai Suburban

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Details of number of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Mumbai will be offered.
2. Please attach additional sheet wherever required.

Seal of the company

Date :

Place :

Signature of Contractor

Name :

Designation :

Address :

Email :

Contact :

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: E-tender for Design, Supply, Installation, Testing, Commissioning of Thermal Camera System for Bank's Offices at Fort, Byculla and BKC in Mumbai

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

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

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate

any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:



भारतीय रिज़र्व बैंक
Reserve Bank of India
Estate Office
MUMBAI



E-tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of Thermal Camera System for Bank`s Offices at Fort, Byculla and BKC in Mumbai

Price - Bid

Name of Firm

Address:

Last Date for Submission: January 3, 2022 before 02.00 p.m.

**Reserve Bank of India
Estate Office, Mumbai**

PART – II (Price bid)

Name of work: Design, Supply, Installation, Testing, Commissioning and Maintenance of Thermal camera system for Bank's Offices at Fort, Byculla and BKC in Mumbai

S. N	Description of item	Qty.	Unit	Rate (Rs)	Amount (Rs)
1.	Design, Supply, installation, testing and commissioning of Thermal Camera including all accessories, storage, cabling, processing units, storage, display unit of 22", all the hardware and software required for completing the installation as per technical specifications specified in techno-commercial bid of the tender at following locations: Main Building – 02 sets Amar Building - 01 set Byculla Office – 01 set BKC office- 01 set	05	sets		
				SGST	
				CGST	
CAPITAL COST OF WORK (A)					
(Rupees.....)					
Comprehensive AMC Cost		Qty	Unit	Rate per annum per set	Amount
2	Comprehensive annual maintenance contract (CAMC) charges for maintaining the Thermal camera system including all equipment's , including spares, after defect liability period (01 year), as per terms and conditions specified in techno-commercial bid of the tender.	05	sets		
				SGST	
				CGST	
				Total	
(Rupees.....)					

Date

Seal and signature of the Contractor

Place