



## **SCHEDULE OF TENDER (SOT)**

<b>Item</b>	<b>Description</b>
e-Tender no	<b>RBI/CAB Pune//326/22-23/ET/326</b>
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
Date of NIT available to parties to download	From 11:00 AM of 21.09.2022
Pre-Bid meeting	At 11:00 AM on 30.09.2022
Earnest Money Deposit	Rs.74000/- (Seventy-four thousand only)
Tender Fees	NIL
Last date of submission of EMD	Till 12:00 PM of 27.10.2022
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	4:00 PM of 04.10.2022
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 27.10.2022
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of 27.10.2022
Transaction Fee	Rs.1850/- plus GST @18%/or as per MSTC <b>Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED</b>

**COLLEGE OF AGRICULTURAL BANKING  
RESERVE BANK OF INDIA  
PREMISES SECTION  
UNIVERSITY ROAD, PUNE**

**Notice inviting e-Tender**

**Design, Supply, Installation, Testing and Commissioning of Crash  
Rated Electro – Hydraulic Bollard System for entry and exit gate at  
College of Agricultural Banking, Reserve Bank of India, Pune**

1. Online Tenders by **E-Tendering** process are invited for above mentioned works at College of Agricultural Banking, Reserve Bank of India, (the Bank/RBI) Pune. The work is estimated to cost approximately Rs. 37 lakh and is to be completed within 12 weeks starting from 10<sup>th</sup> day of issue of work order.
2. All the Pre-Qualification papers shall be uploaded on MSTC site. Same will be downloaded after bid opening date for examination by the Bank.
3. The EMD may be remitted through NEFT and documentary evidence in support of the same shall be uploaded on MSTC portal with Part-I.
4. Online tenders will be allowed to view/download to all firms from 11 AM of 21.09.2022. **The firms which do not comply with the pre-qualification criteria and do not submit EMD on time will not be considered for opening of their tender Part-II.**
  - The intending tenderers must have 5 years of experience in carrying out Crash Rated Bollard / Barrier System installation of hydraulic bollard systems for office buildings/commercial premises. The work should have been completed on or before **31.08.2022**
  - The intending tenderers must have executed successfully **similar works\***, during last five years ending on **31.08.2022** as under:
    - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
    - OR
    - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
    - OR
    - (c) One work costing not less than the amount equal to 80% of the estimated cost.
  - Minimum yearly turnover of **100% or more of the estimated cost** during last 3 financial years supported by audited financial statements.
  - Should have service setup at Pune or nearby metro city/place for rendering after sales service

- The bidders who have backed out from doing such work at CAB, Pune or at any other RBI office are not eligible to submit their bids.
  - **For the purpose of this tender document, the term ‘Similar Works’** means - works of Design, Supply, Installation, Testing and Commissioning of crash rated Electro Hydraulic Bollard System / Crash rated Bollard System / Crash Rated barrier system.
5. The contractors shall upload the following information/documents on MSTC site to satisfy the Bank about their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm/LLP, or a company etc.) of composition of the firm of contractors should be submitted along with name(s) and address(es), of the partners/ Directors, copy of certificate of incorporation, copy of partnership deed, copy of the Articles of Association/Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> 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)	Turnover	<b>Audited financial statements</b> for last three financial years i.e. 2018-19, 2019-20 and 2020-2021 along with a <b>certificate of Chartered Accountant</b> indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover 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 years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about names and addresses 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 by the Bank, in case required) should be furnished.
(f)	Details of bank accounts	Full particulars of bank accounts, like account no., type, when opened etc., should be given.

(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of 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 by the Bank, in case required) should be furnished.
(h)	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 contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed, should be furnished.
(i)	Details of Service setup	Address and contact details of the service set up at the place of proposed work or nearby metro for rendering after sales service.
(j)	Solvency certificate	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the work, for minimum of Banks estimated amount

6. In the event of intending tenderer's failure to satisfy the Bank regarding all the eligibility criteria and technical specifications; the Bank reserves the right to refuse tenderers to participate in tendering process.
7. A pre-bid meeting (off-line mode) of the intending tenderers will be held **on 30.09.2022 at 11.00 AM** at College of Agricultural Banking, Reserve Bank of India, Pune. The duly filled in tender documents shall be uploaded on MSTC site till **2:00 PM of 27.10.2022**. Pre Bid meeting is organised for those intending tenderers who wish to seek clarification about tender. The clarifications shall be uploaded on the Bank's website. No further request for clarification will be entertained after Pre- Bid meeting. All vendors should upload signed copy of Minutes of Pre –Bid Meeting on the MSTC portal.
8. (a) Tender forms can be downloaded for viewing from the website [www.mstcecommerce.com](http://www.mstcecommerce.com) w.e.f. 21.09.2022 from 11 AM.  
 (b) EMD of Rs.74000/- should be remitted through NEFT as per details in [Annexure- I](#).  
 (c) Tenderers shall submit all the information and documents as mentioned in Para 5 above.  
 After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be considered by the Bank for further processing.
9. Part I of the tenders will be opened online at **3:00 PM on 27.10.2022** in the presence of authorized representative of the tenderers who choose to be present. Part-II (Price bid) of the eligible tenderers shall be opened on a subsequent date which will be intimated to the tenderers in advance.

10. The applicants/tenderers have to submit/upload the following:

- a. Client's certificate as per format at [Annex-D](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
- b. Banker's certificate as per format at [Annex-E](#) from their banker/bankers.

The client's certificate shall be accepted only when it is signed by an official of the rank of Executive engineer/Superintendent 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 uploaded without the above certificates may be rejected. The Bank reserves the right to independently verify these certificates.

The Bank may evaluate the said reports before opening of price bid of the tenders. 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 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. In case of any inconsistency between the terms (including without limitation, formula for calculation of successful bid, technical specifications etc.) set out in this tender document and the terms in respect of this tender set out in any other document or the MSTC portal, the terms in the tender document shall prevail.

12. 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 all the tenders without assigning any reason thereof.

Pune:

Principal, CAB, Pune

Date

## SCHEDULE OF TENDER (SOT)

Item	Description
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## **Important instructions for E-procurement**

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govtdepts → Select RBI Logo → Register as Vendor- Filling up details and creating own user id and password → Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

**Contact person (RBI):**

Kamal Kumar Batra (Asst.General Manager): 8209490528 ([kkbatra@rbi.org.in](mailto:kkbatra@rbi.org.in))  
Anil Karyekar (Manager)- 9167965766 ([anilskaryekar@rbi.org.in](mailto:anilskaryekar@rbi.org.in))  
Shubham Pisal (J-E)- 8600941121 ([shubhampisal@rbi.org.in](mailto:shubhampisal@rbi.org.in))

**Contact person (MSTC Ltd):**

1. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile- 09987758430
2. Ms. Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph.- 022 22886268
4. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph. - 022 22822789 Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)
5. Technical support staff – 022-22870471

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>□ Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”. □ Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/Debit Card/Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders/corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D as provided by them is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will</p>



be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to Save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid have been saved, the vendor can click on the "Final submission" button to register their bid

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

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

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

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.
12	The Final L1 bidder will be decided only after arithmetical check-up manually as per the procedure mentioned in the evaluation of tender. After obtaining comparative statements from the MSTC web site all tax components and formula translation shall be manually verified and thereafter final lowest bidder will be calculated. As such lowest bidder declared by MSTC website may not always be final lowest bidder.



**College of Agricultural Banking  
Reserve Bank of India  
Premises Section  
University Road, Pune – 411016**

**Tender For**

**Design, supply, installation, testing and commissioning of Crash  
Rated Electro – Hydraulic Bollard System for entry and exit gate at  
College of Agricultural Banking, Reserve Bank of India, Pune**

**Part-I**

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Pre Bid Meeting At 11:00 AM on 30.09.2022

Due date and time for Submission of tender: Up to 02:00 PM on 27.10.2022

Date of opening of Part- I of tender: At 03:00 PM on 27.10.2022

Venue : College of Agricultural Banking  
Reserve Bank of India,  
Premises Section  
University Road, Pune - 411016

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**Section I**  
**Form of Tender**

Place \_\_\_\_\_

Date \_\_\_\_\_

**The Principal  
College of Agricultural Banking  
Reserve Bank of India  
Premises Section  
Pune-411016**

Dear Sir/Madam,

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 and commissioning of crash rated electro – hydraulic bollard system for entry and exit gate at College of Agricultural Banking, Reserve Bank of India, Pune
(b)	Estimated cost	<b>Rs.37 lakh</b>
(c)	Mode of payment	As per clause 3.30 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	<b>Rs.74000/-</b>
(e)	Time allowed for completion of work from tenth day of work order.	12 weeks

2. We confirm that the tender has been submitted in accordance with the requirements of this tender document. 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.
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 therefore. We have deposited a sum of **Rs.74000/-** as earnest money with the Reserve Bank of India, which amount does not bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. We understand that the tenders shall be uploaded in two parts- 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: \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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(2) Signature with  
name, address and date

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## Section II

### General Instructions to Tenderers and Special Conditions

3.1 E- tenders in two parts are invited for said work from eligible contractors (Refer **Section I**).

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

3.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items.

Following Scan signed document is need to be uploaded on MSTC site on relevant tender.

1. Signed copy of Part I of the tender.
2. Eligible criteria documents (Work order copy, TDS certificate, Turnover details) Client certificate, Bank's certificate)

If the intending tenderer feels that any of the terms and conditions of the tender documents are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate letter and this letter need to be upload along with Part I. All other terms and conditions on which there are no observations by the intending tenderers shall be constructed as acceptable to the tenderer.

- (a) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (b) The Tender submitted on behalf of a firm/company and shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.
- (c) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.



(d) In case of any inconsistency between the terms (including without limitation, formula for calculation of successful bid, technical specifications etc.) set out in this tender document and the terms in respect of this tender set out in any other document or the MSTC portal, the terms in the tender document shall prevail.

### 3.3 Clarifications:

(a) If firms are required to clarify any point / clause of the tender they may email to the officers as mentioned at important information at Section I.

### **3.4 Earnest Money, Security Deposit & Security during Defect liability period**

3.4.1 **Intending tenderers** shall deposit Earnest Money Deposit of **Rs.74000/-** by NEFT as per details in [Annexure-I](#). The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD of successful bidder will be released after virtual completion of the work & submission of Bank Guarantee of 10% of the contract value as Security as mentioned in clause No. 3.4.3. The EMD of unsuccessful tenderer shall be released on acceptance of the tender.

#### **EMD shall be forfeited if the Bidder:**

- (i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
- (ii) Withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
- (iii) Has been blacklisted by any Government agency and the blacklisting is still in force
- (iv) If bidder fails to complete the work.

3.4.2 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

3.4.3 The tenderer shall furnish a separate **Bank guarantee of 10% of the contract value as Security for due fulfilment of terms and obligation of defects liability period and Comprehensive AMC** from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for five years from the date of virtual completion of the

project. After five years, the amount of Bank guarantee will be reduced by fifty percent (50%) of initial value and shall remain valid for next five years

- 3.5 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 (Draft article of agreement at Annexure IV) in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
- 3.6 As security for due fulfilment of the terms and the obligation of the Defect Liability Period and thereafter service contract for entire life cycle of the equipment, the successful tenderer shall furnish a Bank Guarantee (referred in clause 3.4.3).
- 3.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 3.8 The tenderers shall furnish full details of eligible similar works carried out by them during the last 05 years, as per the Performa included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.
- 3.9 The Contractor shall carry out all the work strictly in accordance with the technical specification and scope of the work, details and instructions of the Bank's Engineer.
- 3.10 The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc except service tax/GST at the specified site. No concessional form for any levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Pune and will be in Indian rupees only.

3.11 Tenderers are advised to quote strictly as per Schedule of Quantity. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

3.12 As regards make of equipment acceptable to the Bank, the tenderers are advised to refer to "Section VI – Technical Specification" and to the list of approved make of materials/equipment. The tenderer are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipment. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

3.13. The tenderer 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 a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

**3.14. Evaluation of tenders:**

- Eligible Tenders (t which qualify in Part I of tender) will be evaluated on the basis of capital cost of the system, rebate offered for dismantling and taking away system and taking into account the effect of rates quoted for comprehensive service contract for a period of 09 years after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the said System having 10 years of useful service life. The said NPV shall comprise:

1.	Cost of Crash Rated bollard system with installation	Say (A)
2.	Comprehensive annual maintenance contract for one year after one year of defect liability period.	Say (B)
	NPV of comprehensive annual maintenance Service contract charges for the period of 9	

	<p>years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF) for working out NPV of AMC for 9 years after (1 year guarantee period) shall be 7.05.</i></p> <p>Note:</p> <p>(i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender</p>	
3.	Removing and taken as Buyback of old horizontal type crash rated system.	Say (C)
4.	Net Present Value (NPV) of Owning the Crash Rated bollard system for 10 years of useful service life shall be worked out as	$D=(A+BX7.05-C)^*$
5.	The work will be awarded for the lowest value of (D) above.	

**\*This formula shall be final and binding on all bidders. The bids shall be submitted as per the said formula. Bids not in accordance with this formula shall be rejected.**

**Total Cost of Ownership = Capital Cost + 7.05\*AMC Rate (one year) - Buyback cost**

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

- a) The equipment/system supplied shall be guaranteed against all types of defects for at least a period of one year (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank and also required to annual maintenance contract (AMC) for further period of 9 years.
- b) **Successful bidder requires one time to sign and submit an Annual Maintenance Contract (AMC) (as per [annexure H](#)) after completion of work along with performance Bank Guarantee. The cost of stamp paper fee (Rs 500) will be borne by the successful bidder.**
- c) Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified/ replaced by the tenderer free of cost. This includes consumable yearly replacement of hydraulic oil and hose pipes etc.
- d) During this period (DLP & AMC) servicing at not less than **FOUR** servicing i.e minimum quarterly servicing (cleaning of bollards, cleaning of pit, cleaning the

control panels) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.

- e) Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service centre.
- f) The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period/defect liability period as per the scope. This quoted rate for the service contract shall be valid for a period of one year after expiry of guarantee period/DLP i.e. one year from the date handing over the system.
- g) The AMC payment shall be made on **half yearly basis** on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station, all parts, oil, consumable required to run the system.
- h) This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		<b>Rectification time</b>	<b>Penalty</b>
i	Any defects resulting in total failure of the system	24 hours	Rs.500/- per day
ii	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.200/- per day
iii	If mandatory quarterly service is not done		Rs.10,000/- per service

- i) The Annual service contract shall be renewed for an additional period of at least 8 years after two year (one year defect liability period and one year AMC on quoted rates). While renewing the contract amount will be arrived at based on following formula.

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

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

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

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

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

CPI<sub>c</sub> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI<sub>p</sub> Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

Every year in the month of March new amount of AMC will be communicated in writing by CAB.

- j) If contractor fails to complete the 10 years of service contract from the date of handing over the system, without prejudice to any right which RBI may have under the tender document, contract or any law, RBI has the right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.

3.16 The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system to RBI without any cost being charged to RBI.

### **3.17 Insurance**

The contractor shall take all insurances before dispatching the system from the factory to our site at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the system to the Bank, in the joint names of the Bank and the contractor, with the Bank's name being the first, before commencement of work and it shall cover the following risks:

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
  - a. Rs.10,00,000/- per annum
  - b. Rs.2,00,000/- per occurrence

3.18 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

### **3.19 Completion Period**

3.19.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day of work order.

#### **3.19.2 Damages for non-completion**

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 at the rate 0.25% of contract value per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

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

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

3.20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of 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 or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing with the prior consent in writing of the Employer.

3.22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

3.23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

**3.24 Pre-dispatch inspection of material:** Before dispatching the equipment to site, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

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

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

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

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

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



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

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor will bear the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

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

3.30 **Mode of payment** : The following terms of payment shall be applicable to this contract. No variation in the mode of payment will be acceptable.

- 1) 60% of the quoted rates after receipt of the material at site and on submission of the following documents:
  - a) Manufacturer's Inspection and Test Certificates
  - b) 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 to the Bank.
  - c) Policies of insurance as per tender
- 2) Balance 40% of the quoted rates after erection, testing, commissioning and handing over of the entire system and submission of BG as per clause 3.4.3.

- 3.31 The entire work shall be completed as indicated in section-I of Part I. The liquidated damages per day as indicated above in tender notice with an upper ceiling of 10% of the contract amount, will be levied.
- 3.32 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. The cost of the stamp paper shall be as per stamp act and shall be borne by the successful bidder. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
- 3.33 The payment for the system will be made by Pune office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Pune.
- 3.34 The tenderer shall furnish the name and address of the Bankers with whom they normally bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.
- 3.35 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
- 3.36 The Contractor shall strictly comply with the provision of safety code annexed hereto.**

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

Place:

Signature of Tenderer

Date:

Name & Designation

Name of firm

SEAL

### **Section (III)**

#### **Safety Code**

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails 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.
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 metre.
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 metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
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.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
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.

## FIRE SAFETY

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

Place:

Date:

Seal & Signature of the tenderer.

**Section-IV**  
**The Conditions Hereinbefore Referred To**

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

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with

reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Shall mean Tender for Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system at College of Agricultural Banking, Reserve Bank of India, Pune.

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall be liable and responsible for payment of appropriate stamp duty as per the Maharashtra Stamp Act, 1958 on the contracts executed. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred 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 the same to the Bank's Engineer, who shall decide which is to be followed.

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

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the tender. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such

persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

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

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

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as



ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

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

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

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

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

(c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions

or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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

**18. Unfixed materials when taken into account to be the property of the Employer**

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

19. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the tender, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other

persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

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

23. **Other persons employed by Employer**: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor

shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

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

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

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by **Force 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 contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the

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

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

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

31. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the tender as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the tender as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the

payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

32. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the tender carry interest at the rate named in the tender as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 34 hereof in the same way in all respects (including the provisions as to opening the reference).
34. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be settled amicably. The decision of the Bank with respect to any of the above matters shall be final and without appeal as stated in Clause 33 hereof. But if the Contractor is dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter, the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as the third arbitrator.

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

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference.



In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of the arbitration shall be at Pune. The competent courts of Pune, Maharashtra shall have the jurisdiction to resolve, settle or entertain all disputes arising under this contract/ tender document.

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

#### **Right of technical scrutiny of final bill**

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

#### **Employer entitled to cover compensation paid to workman**

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

### **Abandonment of works**

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

### **Return of surplus materials**

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

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

39. 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.

#### **40. Non-disclosure clause.**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant 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.

**41. Clause of Prevention of Sexual Harassment at Work place:**

- a). The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank 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 firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- d). The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e). The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

**42. Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Place:

Date:

Signature of the tenderer with Seal.

**Appendix**  
**The condition Herein before Referred To**

1.	Defects Liability Period	One year from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Time for completion of work	12 weeks from 10 <sup>th</sup> day of work order
4.	Date of Commencement	From 10 <sup>th</sup> day of work order.
5.	Date of Completion	Date of virtual completion certificate.
6.	Rate of liquidated damages for non-completion of work.	As per clause 3.19.2 mentioned in the tender
7.	Value of works for interim certificates	Rs.37 lakh
8.	Period for honouring certificates	One month for interim bills and 3 months for final bill.

Place:

Seal & signature of the contractor

Date:

## SECTION-V

### Check List

**Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system for entry and exit gate at College of Agricultural Banking, Reserve Bank of India, Pune**

#### Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs.74000/-	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during CAMC	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and quarterly visit.	
7	Completion period	12 weeks from 10th day of work order.	
8	Liquidated damages	As per clause 3.19.2 mentioned in the tender	
9	Penalty during warranty &CAMC period	As per clause 3.15 mentioned in the tender	

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

Place

Date

Seal & Signature of Contractor

**Schedule of Commercial Deviations**

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

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

Seal & Signature of Tenderer

Name  
Designation  
Date

### Schedule of Technical Deviations

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

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

Seal & Signature of Tenderer.

Name  
Designation  
Date

**Section – VI**  
**Technical Specifications**

6.	<b>Requirement of the Bank / specification /Scope of the work:</b>
6.1	<p><b><u>Scope of work:</u></b> College of Agricultural Banking, Reserve Bank of India, Pune wants to install 2 sets of Crash Rated (each bollard shall be K4 rated) Electro-hydraulic Bollard System for entry and exit gate having 4 nos movable bollards in each set with separate control panels for each set, operated in various combinations as defined below, in Office Premises. In entry gate this system will be installed after removing the existing crash rated Electro-hydraulic Horizontal bar type system along with all connection, panel etc and making surface finished with necessary civil work i.e. surface preparation etc. The scope of work also includes buyback of this existing crash rated boom barrier system. All Civil and electrical works are required to finish the work to the Bank's satisfaction, removal of debris, sand, left over material, cover paper, plastic etc will be part of scope of the work of the bidder.</p> <p>After completion of one year defect liability period, entire system will be under all inclusive comprehensive Annual Maintenance contract for a period of 9 years.</p>
6.2.	<p><b><u>Technical Specifications Crash Rated Electro -hydraulic Bollard Systems manufactured by OEM or manufactured under license are accepted for wider competition</u></b></p> <p><b><u>No. of bollards :</u></b></p> <p>K4 rated electro hydraulic movable bollards – 04 Nos in each set. Sets of bollards – 02 sets.</p> <p><b>1.0 SCOPE</b></p> <p>This defines the specifications for electro-hydraulic Bollard, consisting of three vertical lift retractable Bollards operating in various combinations as detailed below, Hydraulic circuit, the Controls and Logic Circuits and related features.</p> <p><b>2.0 SYSTEM CONFIGURATION</b></p> <p><b>2.1 BOLLARD(S)</b></p> <p>2.1.1 <b>Bollard Construction:</b> Bollard shall be a below ground assembly containing a heavy steel cylindrical weldment capable of being raised to an above ground guard position. The guard position shall present a formidable obstacle to an approaching vehicle. Bollard should have steel grade of ST 37 or better.</p> <p>2.1.2 <b>Bollard Arrangement:</b> Each system shall have a total of 4 Bollards arranged and shall be operated in following combinations:</p> <p>a) All four operated simultaneously b) Individually</p> <p><b>2.1.5 Bollard Height:</b> Height of the Bollard shall be as measured from the top of the foundation frame to the top of the Bollard assembly. <b>(Bollard height should be at least 900mm)</b></p> <p>2.1.6 <b>Bollard Diameter:</b> Bollard shall be in diameter at least 220mm having wall thickness of 18 mm or better.</p>



2.1.7 **Normal Operation:** Bollard(s) shall provide excellent security and positive control of normal traffic in both directions by providing an almost insurmountable obstacle to non-armored or non-tracked vehicles. The Bollard system shall be designed to stop a vehicle attacking from either direction and continue to operate when the vehicle is within the defined weight and velocity characteristics, minor repairs accepted.

2.1.8 Each Bollards should be capable K4 rated (i.e. minimum impact of 7.2 ton load truck at speed of 48 Km/hr) **and should be physically tested from the agencies like TRL, MIRA, KARCO for crash rating for single bollard. The penetration rating for the K4 Bollard shall be less than 1 meter.** Test certificate of the quoted make and model of bollard from accredited agencies like TRL, MIRA, KARCO must be submitted. **The firm Should upload all the test certificates on MSTC portal issued by any of the certifying agency mentioned above for the make and model of the Bollard quoted along with the tender Part I.**

2.19 **Operation time:** Each Bollard shall be capable of being raised or lowered in 5 to 8 seconds. Bollard direction shall be instantly reversible at any point in its cycle from the control stations. (Bidder shall specify the raising and lowering time).

2.1.10 **Frequency of Operation:** Bollard shall be capable of performing to 200 full cycles per hour.

2.1.11 **Power off operation:** The bollards shall operate for minimum three full cycle operations in the event of a mains power breakdown. The required power backup arrangement shall be made for the same. Further, the facility shall be provided to lower down the bollards manually.

2.19 **Axle load bearing capability:** The system shall be able to bear axle load of 20 tons of a moving vehicle.

2.1.10 **Safety Interlock Detector:** A Bollard vehicle detector safety loop (induction loop) shall be supplied to prevent the Bollard from being accidentally raised under an authorized vehicle. The detector shall utilize digital logic fully automatic tuning for stable and accurate long-term reliability. The output of the detector shall delay any Bollard rise signal (except for emergency command) when a vehicle is over the loop.

2.1.15 **Warning light and sound:** High visibility flashing red traffic light (outdoor type) shall be provided on each line on the side of the bollards on poles (preferably right side for better visibility for the vehicle driver) for warning purpose. This will be activated immediately during the operation of the bollards. This is in addition to the LED strips on the bollards. The height of the flash indicator shall be minimum 1 meter from the ground level. Hazard warning sign boards mentioning "Rising Bollards" shall be installed on each lane. Audible warning also shall be provided.

2.1.16 **Environmental Data** (Please supply the following): Bollard shall operate satisfactorily under the following environmental conditions:

Extremes in temperature - 0° C to 60°C

Rainfall: Yearly average 1100mm.

**2.1.17 Foundation:** The foundation of each bollard shall be reinforced concrete and shall withstand the crash rating of the bollards. It shall not permit water to ingress in to the system. The foundation shall have sufficient height above the ground (ramped surface) such that it prevents entry of running water due to normal rain and at the same time shall not obstruct the normal movement of vehicle above the system. The top of the foundation shall be provided with white strip painting for a minimum width of 1 meter in each lane as safety marking.

**2.1.18 Sump Pump:** A self-priming sump pump shall be supplied to drain water collected in the water sump arrangement near the Bollards foundations. The pump shall have the capacity to remove rainfall water at a distance of 16 meters to customer supplied discharge drain. Pipes used should be ISI mark CPVC pipe. Pump operating voltage shall be 230 volt, single phase, 50 Hz.

**2.1.19 Finish:** The foundation and underside of the Bollard shall have asbestos free coating for corrosion protection. The roadway plates shall have a non-skid surface. Bollard shall be white and have yellow/black diagonal stripes (or shall be yellow with black vertical stripes or as per customer specification). There shall be circular illuminating unit (LED based) on the top of the Bollards.

**Sensor:** The bollards at each lane shall have loop sensor embedded on the road, in front of the bollards, for detection of vehicle approaching the bollards.

The bollard shall have sensor to detect vehicles on top of the bollards, either loop detector or other means, to prevent accidental raising of the bollards under a vehicle. This feature shall have enable/ disable option.

## **2.2 HYDRAULIC POWER UNIT(HPU)**

**2.2.1 Hydraulic Circuit:** Inbuilt hydraulic power unit with each single bollard or common hydraulic power unit for all bollards and must be IP 68 certified.

Circuit Unit shall consist of an electrically driven hydraulic pump, electrically actuated valves shall be installed on the manifold to allow oil to be driven to the up and/or down side of a double acting hydraulic cylinder to raise and lower the Bollard. The hydraulic circuit shall include all necessary control logic, interconnect lines and valves. Electric motor driving the hydraulic pump shall be fed from 440V/3 phase /50 Hz. Motor shall be sufficiently sized for the continuous bollards operations.

**2.2.2 Weather Resistant Enclosure:** All the enclosures erected at site for installation of equipment and operation of the bollards shall be weather & corrosion resistant and shall be IP 66 rated to prevent water & dust ingress. The design shall provide for easy access for maintenance and emergency operation of the system.

**2.2.3** The system shall have authorized certification (CE, UL or other accredited certification) for electrical and safety parameters. Proof of certification should be attached.

## **2.4 CONTROL AND LOGIC CIRCUITS**

**2.4.1 Control Circuit:** The controls will be PLC based. A control circuit shall be provided to interface between all Bollard control stations. This circuit shall contain all relays, timers and other devices necessary for the Bollard operation. The control circuit shall operate on

230 volts, single phase, 50 Hz power supply. An internally mounted transformer shall reduce this to 24 VAC (optionally 24 VDC) for all external control stations.

**2.4.2 Construction:** The control circuit shall be mounted in a general-purpose IP-54 enclosure. All device interconnect lines shall be run to terminal strips. The following control station(s) can be specified

**2.4.3 Control Panel:** A control panel shall be supplied to control the Bollard operation. This panel shall have a key lockable main switch with "main power on" and "panel on" lights. Push Buttons for "UP", "DOWN", "STOP" and "MIDDLE STOP" positions for each Bollard shall be provided. Bollard position indicator lights shall be included for each Bollard. The control panel shall operate on 24 VAC (optionally 24VDC).

**2.4.4 Central Control Panel:** A central control panel shall be supplied to control Bollard function. This panel shall have a key lockable main switch with "main power on" and "panel on" lights. Push Buttons for "UP", "DOWN", "STOP" and "MIDDLE STOP" positions for each Bollard shall be provided. Bollard position indicator lights shall be included for each Bollard. The central control panel shall have a key lockable switch to arm or disarm the local control panel(s). An indicator light shall show if the local control panel is armed. The central control panel shall operate on 24 VAC (optionally 24 VDC).

**2.4.5 Local Control Panel:** A local control panel shall also be supplied to control the Bollard operation. This panel shall have a "panel on" light that is lit when enabled by a switch on the central control panel. Buttons to raise or lower each Bollard shall be provided. "UP", "DOWN", "STOP" and "MIDDLE STOP" positions for each Bollard shall be provided on the panel. The remote control panel shall operate on 24 VAC (optionally 24VDC).

**2.4.6 Emergency Control Panel:** An emergency control panel shall be provided in the building at the main entry way for the operation of the bollards in case of any emergency. Once activated the emergency control panel will enable all the bollards in all the entry and exit lanes to raise up overriding the safety loops and detectors. The bollards shall be able to be retracted only after deactivating the emergency control panel. The emergency control panel shall be provided with suitable enclosure covering to avoid accidental activation. It shall be possible to activate the emergency control panel only after opening the covering enclosure. Suitable warning signs shall be provided for the emergency control panel. Emergency button shall be provided for operating all the Bollards together in case of an emergency.

2.4.7 Remote control will also be provided for up and down of bollard (optional)

**2.5 Integration with other systems:** The system shall have the capability of integration with Access Control system, CCTV, loop detector, crash pad attached to boom-barrier and other crash-rated barriers such as Road blocker, tyre killers, etc.

**2.6 If any accessories, parts, which are not mentioned above but are required to complete the work, are in the scope of the tenderer.**

Place:

Date:

Seal and Signature of the tenderer

## Section-VII

### Details of Technical parameters

(To be furnished by tenderers)

Sr. No.	Particulars	Offered by the tenderers
1.	Make	
2.	Type and model No.	
3.	K4 crash certified	
4.	Bollard length/Height	
5.	Bollard Diameter	
6.	Electric Motor Capacity / Rating	
7.	Protection class & Certification	
8.	Power consumption	
9.	Power supply/operating voltage	
10.	Operating time	
11.	Corrosion protection	
12.	Operation temperature range	
13.	Arrangement to operate the bollards for 3 full cycles during mains power off condition.	
14.	Electric controls	
15.	Size of barrier housing	
16.	Foundation details	
17.	Thickness of the Bollard sheet	
18.	Type of Hydraulic oil	

Place:

Signature of Tenderer

Date:

Name and Designation

Name of firm

Seal

**Section VIII**

**UNPRICE BID/SCHEDULE OF QUANTITIES**

**Design, supply, installation, testing and commissioning of Crash Rated Electro – Hydraulic Bollard System for entry and exit gate at College of Agricultural Banking, Reserve Bank of India, Pune.**

Sr. No.	Description of items	Quantity	Unit
1	Design, Supply, Installation, Testing and Commissioning of K4 Crash Rated electro-hydraulic Bollard system having four Number (04 Nos.) of Blocking segments as per detailed specifications given in the tender. The rate quoted shall be inclusive of all the civil work required for completion of the work including road cutting & repairing etc.	2	set
2	<b>Rebate</b> for dismantling, removing and taking away under buy back scheme- the existing electro hydraulic Crash Rated Boom Barrier and associated panel, accessories etc. and making the site ready for installation of bollards	1	job
3.	All Inclusive Comprehensive Annual Maintenance Charges (CAMC) for Crash Rated Bollard Barrier including cost of repairs/ replacement of all types of spare parts, supply of all kinds of materials, supply of all kinds of tools and implements, supply of labor of all descriptions, etc. for satisfactory completion of CAMC work, refilling of / topping up of hydraulic oil etc., complete. (this rate for AMC will be applicable after one year of DLP and further AMC will be renewed as per the formula given in Part I of tender) Refer clause 3.15	2 sets	Rate per yearly

<b>Total Cost of Ownership</b>	=	<b>Capital Cost (Supply and installation) + 7.05*AMC Rate (of one year) –Rebate Cost</b>
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**Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer.**

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

**ANNEXURE-A**

**Format for undertaking for product & maintenance support**

(To be submitted by the tenderer)

**NAME OF WORK: Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system for entry and exit gate at College of Agricultural Banking, Reserve Bank of India, Pune.**

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the tender document for the above mentioned work or part thereof, we ..... (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

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

The Principal  
College of Agricultural banking  
Reserve Bank of India  
Pune-411016

Dear Sir,

**Name of Work:** Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system for entry and exit gate at College of Agricultural Banking, Reserve Bank of India, Pune.- Declaration by OEM

We, M/s \_\_\_\_\_ (Name of the OEM) having registered office at \_\_\_\_\_ (address of the OEM) by virtue of being original equipment manufacturer for \_\_\_\_\_ (Name of the product/s), hereby authorise M/s \_\_\_\_\_ (Name of the bidder) having their office at \_\_\_\_\_ (Address of bidder) to submit quote, supply, install and provide after sales support for crash rated boom barrier system quoted by them to meet the above mentioned tender requirements.

We hereby confirm and extend our warranty services during defect liability period of one year and annual maintenance contract period of 9 years as per tender clause for the product offered by the above firm against and duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation of 10 years as required by the contract.

We also assures you, that we will continue to provide all type of support as per contract agreement for rendering AMC services for a period of 9 years through any other authorised dealer/system integrator for same terms and condition in case the above mentioned authorised dealer/system integrator fails to provide after sale services; failing to which the bank reserves the right to blacklist our firm.

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

For M/s \_\_\_\_\_ (Name of the OEM)

Signature & company seal

Name

Designation

Email

Mobile No.

**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 and commissioning of crash rated electro – hydraulic bollard system at College of Agricultural Banking, Reserve Bank of India, Pune, 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).



**CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR**

Name & address of the Client

Details of Works executed by Shri /M/s

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

	Good/Satisfactory/poor
e) General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

**Signature of the Reporting  
Officer\* with Office seal**

\* Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

(ii) The Client Certificates should be submitted for each of the Prequalification work/s

**FORMAT OF BANKERS' CERTIFICATE**

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years as on March 2021 (year wise).  
2020-21  
2019-20  
2018-19
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

**You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.37 Lakhs.**

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, addressed to RBI.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

**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)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

The Principal  
College of Agricultural banking  
Reserve Bank of India,  
University Road,  
Pune-411016

Dear Sir,

**Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system at College of Agricultural Banking, Reserve Bank of India, Pune**

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT

WHEREAS

College of Agricultural Banking, Reserve Bank of India, Pune, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas we are aware that an agreement has been executed between the Reserve Bank of India and the contractor and in terms of clause \_\_\_\_\_ of the said agreement the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said

Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

**d) This guarantee shall remain in force up to 5 years from the virtual completion date of the project** provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature .....

Name .....

Address .....

(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).

**Draft 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 of Design, supply, installation, testing and commissioning of crash rated electro – hydraulic bollard system at College of Agricultural Banking, Reserve Bank of India, Pune - 411016 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 -**

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.

- 2.1 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.
- 2.2 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai 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.
- 2.3 The said Conditions 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.
- 2.4 Tender Part-I and Part-II duly filled by the contractor shall form the part of this agreement
- 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 Work order No. \_\_\_\_\_ dated \_\_\_\_\_ shall form the part of this agreement

- 2.8 The Contractor shall afford every reasonable facility for carrying out of all works relating to 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.
- 2.9 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.
- 2.9.1 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within **12 weeks** subject nevertheless to the provisions for the extension of time.
- 2.9.2 All payments by the Employer under this Contract will be made only at College of Agricultural Banking, Reserve Bank of India, University Road, Pune-411016
- 2.9.3 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Pune and only courts in Pune shall have jurisdiction to determine the same.
- 2.9.4 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 2.9.5 **Non-disclosure clause:** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant 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.
- 2.9.6 **Sexual harassment Clause:** 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
- 2.9.7 **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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.
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If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
--------------------------------	--

SIGNED AND DELIVERED by Reserve Bank of India, \_\_\_\_\_

\_\_\_\_\_  
(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.

**Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor**

**Draft Articles Of Agreement for Annual Maintenance Contract  
(on Rs 500 non judicial stamp paper from successful bidder only)**

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 of Annual Maintenance Contract for the **period of 9 Years** after one year of defect liability period for \_\_\_\_\_ *Name of the work* \_\_\_\_\_ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS :

1.	This Comprehensive Annual maintenance contract (i.e. all parts of the system) for the period of <b>9 years</b> . Rate of the contract shall be renewed as per the clause 6 of this agreement		
2.	<b>Scope of Work:</b> The equipment supplied shall be guaranteed against all types of defects for at least a period of <b>9 years after one year of defect liability period</b> . Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. This includes consumable yearly replacement of hydraulic oil and hose pipes etc. During this period (DLP & AMC) servicing at not less than <b>FOUR</b> servicing (cleaning of bollards, cleaning of pit, cleaning the control panels and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.		
3.	<b>Payment Condition:</b> This rate for the service contract is _____ valid for a period of one year payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station.		
4.		<b>Rectification time</b>	<b>Penalty</b>
	a	Any defects resulting in total failure of the system	24 hours Rs.2000/- per day
	b	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours Rs.500/- per day
	c	Mandatory Quarterly service is not done.	Rs 10,000/- per service
	<b>Penalty:</b> This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.		
5.	<b>Blacklisting:</b> if contractor fails to complete the 10 years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further		

	participating in any other tender invited by the RBI and security deposit amount will also be forfeited.
6.	<p><b><u>New Rate of AMC:</u></b> While renewing the contract amount will be arrived at based on following formula.</p> $A_C = A_P \{10+65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$ <p><math>A_C</math>      The contract amount for the current year (excluding taxes)</p> <p><math>A_P</math>      The contract amount for the previous year (excluding taxes)</p> <p><math>EPI_C</math>     Wholesale Price Index for Electrical Apparatus, appliances&amp; parts 6 months prior to the commencement date of contract for the current year</p> <p><math>EPI_P</math>     Wholesale Price Index for Electrical Apparatus, appliances&amp; parts 6 months prior to the commencement date of contract for the previous year</p> <p><math>CPI_C</math>     Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year</p> <p><math>CPI_P</math>     Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year</p> <p>The rate shall be renewed in every Year in June and communicated through letter.</p>
7.	If contractor and The Bank are mutually agreed than AMC period will further renew after 10 years on the formula mentioned in clause 6.
8.	All payments by the Employer under this Contract will be made only at Pune.
9.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Pune and only Courts in Pune shall have jurisdiction to determine the same.
10.	<p><b><u>Non-Disclosure clause:</u></b> The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
11.	

	If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two _____ duplicates hereof the day and year first herein above written.
	If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
12.	<p>Prevention of Sexual harassment</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision of “the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act 2013”. In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank</p> <p>The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved.</p> <p>The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.</p> <p>The contractor shall provide a complete and updated list of its employee who are deployed within the Bank’s premises.</p>	

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

\*

\_\_\_\_\_

(Name and Designation)

In the presence of -

Witnesses -

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

If the party is a  
partnership firm  
or individual

SIGNED AND DELIVERED BY \_\_\_\_\_

In \_\_\_\_\_ the \_\_\_\_\_ presence \_\_\_\_\_ of \_\_\_\_\_ witnesses:

1. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of -

Witness -

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

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

SIGNED AND DELIVERED BY -

the Contractor by the hand of

Shri \_\_\_\_\_  
\_\_\_\_\_

and duly constituted attorney.

**Annexure - I**

**NEFT Details**

**Details of Bank Account for effecting e-payments towards EMD**

Name of the Institution: College of Agricultural Banking, Reserve Bank of India,  
Pune

Address (in full): College of Agricultural Banking, Reserve Bank of India  
University Road, Pune-411 016

1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune
2	<b>Account Number</b>	<b>8691632</b>
3	Type of Account (Savings, Current etc.)	Current
4	<b>PAN Number</b>	<b>AAIFR 5286M</b>
5	Name of the Bank	<b>Reserve Bank of India</b>
6	Name of the Branch	CAB,PUNE
7	Address of the Bank	CAB, RBI, University Road, PUNE
8	<b>NEFT/IFS Code</b>	<b>RBIS0PUPA01 (0 in the code represents ZERO)</b>
9	Name of the Account	<b>Sundry Deposit A/c-DAD</b>

Details indicating exemption from payment of IT (if applicable):

**NOTE :-**

- 1. UNDER SECTION 48 OF RBI ACT 1934, RBI SHALL NOT BE LIABLE TO PAY INCOME TAX OR SUPER TAX ON ANY OF ITS INCOME, PROFITS OR GAINS.***
- 2. PLEASE DON'T REMIT THE PAYMENT THROUGH RTGS. PLEASE MAKE THE PAYMENT BY NEFT ONLY.**

**Tender For**

**Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro –  
Hydraulic Bollard System for entry and exit gate at College of Agricultural  
Banking, Reserve Bank of India, Pune**

**Part -II**

**Not for quote as rates are to be quoted in MSTC**

Sr. No.	Description of items	Qty.	Unit	Basic Rate in Rs	Amount in Rs.
1	Design, Supply, Installation, Testing and Commissioning of K4 Crash Rated electro-hydraulic Bollard system having four Numbers (04 Nos.) of blocking segments and as per technical specifications given in the tender. The rate quoted shall be inclusive of all the civil work required for completion of the work including road cutting, repairing etc.	2	set		
2	<b>Rebate</b> for dismantling, removing and taking away under buy back scheme- the existing electro hydraulic Crash Rated Boom Barrier and associated panel, accessories etc. and making the site ready for installation of bollards	1	job		
	<b>Total in Rs. (1-2)</b>				
3.	All-inclusive Comprehensive Annual Maintenance Charges (CAMC) for Crash Rated Bollard Barrier including cost of repairs/replacement of all types of spare parts, supply of all kinds of materials, supply of all kinds of tools and implements, supply of labor of all descriptions, etc. for satisfactory completion of CAMC work, refilling of/topping up of hydraulic oil etc.. (this rate for AMC will be applicable after one year of DLP and further	2	set	Rate per year	



	AMC will be renewed as per the formula given in Part I of tender) Refer clause 3.15				
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**The bid will be evaluated as per clause 3.14 of the tender document using the belowmentioned formula.**

**Total Cost of Ownership = Capital Cost + 7.05\*AMC Rate (one year) - Buyback cost**

The Final L1 bidder will be decided only after arithmetical check-up manually as per the procedure mentioned in the evaluation of tender. After obtaining comparative statements from the MSTC web site all tax components and formula translation shall be manually verified and thereafter final lowest bidder will be calculated. As such lowest bidder declared by MSTC website may not always be final lowest bidder.

Place:

Date:

Seal and signature of contractor