



**Reserve Bank of India
Estate Department
Lucknow**

**Notice Inviting Tender (NIT)
(Only through e-Tendering portal)**

**E-Tender for Design, Supply, Installation, Testing & Commissioning (DSITC) of
Crash Rated Electro – Hydraulic Bollard System at Gate No-1, RBI, Lucknow**

Reserve Bank of India invites E-Tender for Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Gate No-1, RBI, Lucknow. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eproc>). Interested companies/agencies/ firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

E-Tender No.	RBI/Lucknow Regional Office/Estate/15/24-25/ET/528
Mode of Tender	e-Procurement System (Online Part I - Technical Bid & Part II - Price Bid through www.mstcecommerce.com/eproc)
Estimated Cost	₹23,00,000.00 (Rupees Twenty Three Lakhs only)
Earnest Money Deposit (EMD) through NEFT and intimate/ forward the transaction details UTR number to edlucknow@rbi.org.in and upload on www.mstcecommerce.com/eproc	₹46,000.00 (Rupees Forty Six Thousand only) in the form of EMD IN FAVOR OF Reserve Bank of India, Lucknow to be delivered through the NEFT on given details: Account Details:- Beneficiary Account Number:- 186003001 Beneficiary IFSC:- RBIS0LKPA01
Date from which Notice Inviting Tender (NIT) will be available to parties to download from MSTC Website	15:00 Hrs of October 17, 2024
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	15:00 Hrs of October 17, 2024
Date of closing of online e-tender for submission of techno-commercial bid & price bid	14:00 Hrs of November 07, 2024
Pre-Bid Meeting	Offline at 11:00 AM on October 24, 2024 at Estate Department, RBI, Lucknow
Last Date of Submission of EMD	14:00 Hrs of November 07, 2024
Date and Time of Opening of Part-I (Techno-Commercial Bid)	15:00 Hrs of November 07, 2024

Date & Time of Opening of Part-II (Price Bid)	Date and Time of opening of Part-II will be informed to the eligible tenderers separately.
Transaction Fees	Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Intending tenderers shall pay as earnest money a sum of ₹46,000.00 by way of NEFT to Reserve Bank of India, Lucknow.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility (mentioned in the tender document- Part-I) and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

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.

Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website/MSTC Website as given above and will not be published in the newspaper.

**Regional Director
Reserve Bank of India
Lucknow**



**Reserve Bank of India
Estate Department
RBI Lucknow**

**E-Tender for Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated
Electro – Hydraulic Bollard System at Gate No-1, RBI, Lucknow**

PART- I

RBI/Lucknow Regional Office/Estate/15/24-25/ET/528

Name of the firm: _____

Address: _____

Email: _____ **Telephone:** _____

Name of contact person: _____

Mobile Number: _____ **Email:** _____

Date of Pre-bid meeting: Offline at 11:00 AM on October 24, 2024 at RBI, Lucknow.

Last Date and Time for submission of the e-Tender: 14:00 Hrs of November 07, 2024.

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/rates will be directly filled at the MSTC site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenderers mean who quote Lowest rates after evaluating thePart I and Part II of tender.

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Important Information

a. E-tender No.	RBI/Lucknow/Estate/15/24-25/ET/528
b. Name of work	Design Supply Installation Testing & Commissioning (DITC) Of Crash Rated Electro – Hydraulic Bollard System at Gate No-1, RBI, Lucknow
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn/). Instructions regarding e-tender has been provided as Annexure - 1.
d. Date of NIT available to parties to download	15:00 Hrs of October 17, 2024
e. Earnest Money Deposit	₹46,000/- from each bidder. (No exemption for MSME as per extant Guidelines by RBI)
f. Last date of submission of EMD.	
g. Pre-Bid Meeting	Offline at Estate Department, 3 rd Floor, Reserve Bank of India, Lucknow at 11:00 Hrs on October 24, 2024
h. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprocn/ .	15:00 Hrs of October 17, 2024
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 Hrs of November 07, 2024
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs of November 07, 2024. If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened there after on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Important instructions regarding e-tender

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

1.	Process of E-tender: A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Lucknow is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line only at https://www.mstcecommerce.com/eprocn/ 1). Vendors are required to register themselves online with https://www.mstcecommerce.com/eprocn/ 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, Lucknow, (before the scheduled time of the e- tender). Contact person (RBI): i) Saween Kour (Asst Manager): 7657995116; (saweenkour@rbi.org.in) ii) Himanshu Bhatt (AM, Elect.) 9568358974, (himanshub@rbi.org.in). iii) Imran Ali (JE-Electrical): 9388883425 (Imranali@rbi.org.in). Contact person (MSTC Ltd): 1. Mr Vijoyant Narayan Singh, Executive, 09909080178. 2. Mr Rohit Kr Singh, Assistant Manager, 0522-4244702. 3. Mr Nitin Anand, Manager, 0522-4240445. B) System Requirement: i) Windows 7 Operating System & above. 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. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. • Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once).
----	--

2.	(A) The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn/ . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<u>Special Note towards Transaction fee:</u> 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. <u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate). E-tender cannot be accessed after the due date and time mentioned in NIT.
5.	<u>Bidding in e-tender:</u> - Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction fees separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Lucknow. - The process involves Electronic Bidding for submission of Technical and Commercial Bid. - The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website - 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 7 bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid. - 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 filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid. - 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. m) 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. n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. o) 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. p) Vendors are requested to read the vendor guide and see the video in the page (https://www.mstcecommerce.com/eprocn/) to familiarize them with the system before bidding. No deviation to the technical and commercial terms & conditions are allowed.
6.	All the above Eligibility criteria papers duly signed and sealed on all pages shall be uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank. Further, the contractor should submit the original of the documents to the Bank when demanded for further tendering process.
7.	The Bank will evaluate the said reports before evaluation 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, 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.
8.	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 there for.

Regional Director
Reserve Bank of India
Lucknow

Section (I)
Form of Tender

Place _____
Date _____

The Regional Director
Estate Department,
Reserve Bank of India
Lucknow-226010

Dear Sir,

Having examined the specifications, 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, I/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, drawings and instructions in writing referred to in articles of agreement, special instructions to the tenderers, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Design Supply Installation Testing & Commissioning (DITC) Of Crash Rated Electro – Hydraulic Bollard System at Gate no-1, RBI, Lucknow
(b)	Estimated capital cost	₹23.00 Lakhs inclusive of GST
(c)	Mode of payment	Online through MSTC
(d)	Earnest Money	₹46,000/- (No exemption for MSME as per extant guidelines of RBI) Beneficiary Name: RBI Lucknow. IFSC: RBIS0LKPA01 (0=zero) Account No: 186003001
(e)	Time allowed for completion of work	03 months from tenth day of the date of work order.
(f)	Performance Bank Guarantee	10% of the contract value to be submitted by the successful bidder.

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs.46,000/- as earnest money** with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. The Tender is submitted in two parts in MSTC portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this ____ day of _____ 2024

For and on behalf of M/s

(Signature with seal)

Name _____

Designation: _____

Place _____

Date _____

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

Witnesses

(1) Signature with name, address and date _____

(2) Signature with Name, address and date _____

**Reserve Bank of India
Estate Department
Lucknow**

Design Supply Installation Testing & Commissioning (DSITC) of Crash Rated Electro – Hydraulic Bollard System at Office Premises RBI-Lucknow

Section (II)

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

1. E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work Design, Supply, Installation, Testing & Commissioning (DSITC) Of Crash Rated Electro – Hydraulic Bollard System at Gate No-01, RBI, Lucknow. E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 14:00 Hrs of November 07, 2024.**

Only those OEMs/authorized dealers of OEM who have minimum 5 years' experience (as on September 30, 2024) in the field of undertaking similar works viz Crash Rated bollard (K4 certified) / crash rated bar for large office buildings / commercial Estate / industrial houses/Government organization/PSU's

and

have, executed similar works successfully during the last 05 years (works completed on or after September 30, 2019) individually costing as under

- (a) Three works each costing not less than 40% of the estimated cost of work

Or

- (b) Two works each costing not less than 50% of the estimated cost of work

Or

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

and

- (d) Have a minimum yearly turn over of 100% in the last 03 years

and

- (e) Have a service set up in Lucknow/Kanpur/ Delhi-NCR for rendering after sales service.

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

- a) Copies of detailed work order indicating scope and value of works for indicating the experience. The work orders for the purpose of eligibility should be on the name of the participating firm only
- b) List of completed works with all the details as in the format of [Annexure 'A'](#)
- c) Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works and proof for TDS in case the client is private firm.
- d) Proof of remittance of EMD.
- e) Banker's Certificate as per [Annexure 'C'](#).
- f) Audited financial statement for turnover for last 3 years.

- g) Details of service setup with proof for existence of service set up- In the format of [Annexure 'D'](#).
- h) The particulars/Catalogues and the names of manufacturers of specified item.
- i) Details of Bankers as per [Annexure 'F'](#).
- j) Copy of Power of Attorney as per [Annexure 'G'](#).
- k) Technical details of proposed system as per Section VIII.
- l) Any other information relevant to the proposed work.
- m) Authorization letter from OEM for participation in the Tender - [Annexure 'K'](#).
- n) Site (RBI Lucknow) Visit Declaration (Mandatory) - [Annexure 'L'](#).
- o) [Annexure M](#).
- p) Certificate by the bidder regarding country sharing land border with India.
- q) The Bollard manufacturer should have quality certificates for ISO 9001:2015 for manufacturing and design and safety certificate of ISO 45001:2018.
- r) Undertaking of the Bidder's Confirmation of Non-Blacklisting by any State or Central Government Department."

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

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

2. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs on October 24, 2024** at Estate department, 3rd Floor, Reserve Bank of India, Lucknow to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.
3. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
4. A tender submitted by a firm who is found to be not submitting the above details will be rejected.
5. Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 15:00 Hrs and technical evaluation of the same will be done. Firms who are meeting all the criteria will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in

advance.

6. 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. 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.
7. Vendors are requested to quote rate for Design, Supply, Installation, Testing and Commissioning of the system with G.S.T , other taxes, duties, transportation etc.
8. With respect to buyback of old equipment, vendors are requested to quote rates in positive numbers, inclusive of all taxes like GST, TCS etc.
9. Thus the final total amount shown in the system including G.S.T and other applicable taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.
10. Earnest Money Deposit for a sum of Rs. 46,000/- (Rupees Forty Six Thousand only) shall be remitted to Bank Account of Reserve Bank of India on or before 14:00 Hrs on November 07, 2024. "EMD – Estate Dept-Hydraulic Bollard" shall be given as remarks while remitting EMD. The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: RBI Lucknow.

IFSC: RBIS0LKPA01 (0=zero)

Account No: 186003001

Intimate/ forward the transaction details on edlucknow@rbi.org.in.

Proof of remittance with transaction number (scanned copy) shall be uploaded in MSTC portal. EMD shall also be submitted in the form of Demand Draft from any scheduled Bank, drawn in favour of Reserve Bank of India Lucknow or in the form of Bank Guarantee ([Annexure H](#)) valid for a period of 6 months from any scheduled Bank. A tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority after award of work to the successful bidder. 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 I](#)) 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.

11. As security for due fulfillment 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, refer clause 3.30.
12. 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.

13. 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.
14. The Contractor shall carry out all the work strictly in accordance technical specification and scope of the work, details and instructions of the Bank's Engineer.
15. 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 Lucknow and will be in Indian rupees only.
16. 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.
17. As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section VII – 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.
18. 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.

19. Evaluation of tenders:

Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of capital cost of the 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 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 6.971.</i> Note: Minimum Base Rate for Comprehensive AMC - Minimum Base Rate for Comprehensive AMC is 2% (Two) of total capital cost. In case, the tenderer quotes the rates for comprehensive AMC lower than 02% (Two) of the quoted capital cost, then the 02% (Two) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership. Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject to renewal formulae indicated in the tender.	
3	Net Present Value (NPV) of Owning the Crash Rated bollard system for 10 years of useful service life shall be worked out as:	$C = (A + B \times 6.971)$
4	The work will be awarded for the lowest value of (C) above.	

Total Cost of Ownership = Capital Cost + 6.971*AMC Rate (one year)

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

The equipment/system supplied shall be guaranteed against all types of defects for at least a period of one year (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank and also required to Comprehensive annual maintenance contract (CAMC) for further period of 09 years.

- a) **Successful bidder requires one time to sign and submit an Annual Maintenance Contract (AMC) as per Annexure J, after completion of work along with performance Bank Guarantee. The cost of stamp paper fee (Rs 100) will be borne**

by the successful bidder.

- 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.
- c) During this period (DLP & AMC) servicing at not less than **Six** servicing- Bi-monthly basis (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.
- d) Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.
- e) The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guaranteeperiod/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.
- f) 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.
- g) This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
i	Any defects resulting in total failureof the system	24 hours	Rs.500/- per day
ii	Any defects in independent devices, components, cables which may not result in total failureof the system	72 hours	Rs.200/- per day
iii	If mandatory quarterly service is not done		Rs.5000/- per service

- h) The Amount of 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 AMCon quoted rates). While renewing the contract amount will be arrived at based on following formula.

$$AC = AP \{10+65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC The contract amount for the current year (excluding taxes) AP the contract amount for the previous year (excluding taxes)

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

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

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

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

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

- i) 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.

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 without any charge to the Bank.

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, the Bank's name being the first and the contractor 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 Time allowed for carrying out the work as mentioned in the Memorandum and Section I shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Section I of the Part I. The tenderer shall before commence work, prepare a detailed work program which shall be approved by the Bank's Engineer.

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 Before dispatching the equipment to site, the equipment may be inspected by the Bank's Technical officers (Bank's Engineer) 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 on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of

delivery/completion period, the Bank shall be at liberty to:

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

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

3.30 **Terms of payment:** The following terms of payment shall be applicable to this contract:

- 50 % of the quoted rate pro-rata against delivery of materials after checking at site,
- 30% of quoted rate after completion of work as per tender condition.
- 20 % of the quoted rate on completion of erection, testing, commissioning and handing over the system and submitting the **Performance of Bank Guarantee** (PBG format is attached) of 10% of the contract amount i.e. valid for **05** years. After that PBG of **50%** of the original PBG amount will have to submit for further **05** years and submitting the CAMC contracts as per [Annexure E](#).
- EMD amount will also be released after completion of the work.

3.31 **Performance Bank Guarantee towards defect liability period and committed CAMC period:**

a. Post virtual completion of the work, the tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value for the work in the form of Bank Guarantee (BG) from any scheduled commercial bank in the form prescribed by the Bank (PBG format is attached) towards security deposit for the due fulfilment of the terms and obligations of CAMC contract. This BG for 10% contract value should be initially valid for a period of Five (5) years with a claim period of additional six months.

b. After completion of five years the Bank guarantee submitted above shall be further extended/renewed for a reduced amount equal to 50% (fifty percent) of the original BG amount for due fulfilment of the contract conditions for a further period of Five (5) years thereafter. The renewed Bank Guarantee should be submitted at least thirty days in advance before expiry of above referred BG. In case of failure on the part of firm to submit the renewed BG, initial 10% of BG will be invoked without any notice to the firm.

c. Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance/service and violation of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of ten (10) years (One year DLP and 9 years CAMC).

- 3.32 The entire work shall be completed as indicated in section I of Part I of the Tender. liquidated damages of 0.25%/week with an upper ceiling of **10%** of the contract amount, will be applied.
- 3.33 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
- 3.34 The payment for the system will be made by Lucknow 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 Lucknow.
- 3.35 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.
- 3.36 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.
- 3.37 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

SAFETY CODE

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

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- 11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, 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.

Section III - Fire Safety

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

SECTION (IV)

Conditions of contract - Commercial

The conditions herein before referred to

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

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

shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

- h) "The works" Shall mean Design Supply Installation Testing & Commissioning (DSITC) Of Crash Rated Electro – Hydraulic Bollard System at Gate No-1, RBI, Lucknow

2. Scope of Contract

4.2.1 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, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 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 work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

3. Variations to be approved by Employer

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. 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 agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4. Drawings, Schedule of Quantities and Agreement

4.4.1 The Contract shall be executed in duplicate, and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer, or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

5. Contractor to provide everything necessary at his cost.

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

6. Authorities, Notices and Patents

4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems 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 Bank's Engineer written notice, specifying the variations 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 4.13 hereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer 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 Bank's Engineer.

4.6.3 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.

7. Setting out of Works

4.7.1 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.

8. Materials & Workmanship to conform to Descriptions

4.8.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Engineer may require.

9. Contractor's Superintendence & Representative on the works

4.9.1 The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank's Engineer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

10. Dismissal of Workmen

4.10.1 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.

11. Access to Works

The Employer and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

12. Assignment and Sub-letting

4.12.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their

progress.

4.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

13. Schedule of Quantities

4.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

4.13.2 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 4.16 thereof 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.

14. Sufficiency of Schedule of Quantities

4.14.1 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.

15. Measurement of Works

4.15.1 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 the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

4.15.4 All authorized extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

16. Prices for extras etc. - Ascertainment of

4.16.1 The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of 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 additions, omissions or variation without such authorization or direction. A verbal authority or

direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 Extra Item: If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as extra items and the rates of these shall be prepared on the basis of market rate analysis. No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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 Price Schedule of Quantities or, if not so stated, then in accordance with the local daywork rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week

following that in which the work has been executed.

4.16.3 The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated, then, within six months of the completion of the Contract works as defined in Clause 4.20 hereof.

17. Unfixed materials when taken into account to be Property of the Employer

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

18. Removal of Improper Works

4.18.1 The Bank's Engineer, 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 or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth-with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer 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.

19. Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer 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 or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer 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 moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 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 material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of

the Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

20. Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over.

21. Nominated Sub-Contractors

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

4.21.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection of (save where the Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract provided:

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

22. Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangements 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.

23. Insurance in respect of Damage to Person & Property

4.23.1 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 cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

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

4.23.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense 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 Bank from time to time during the currency of the Contract.

4.23.4 The Contractor shall be responsible for any liability which may be excluded from the insurance policies above referred to and also for all other damages to any person, animal, or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, the following

insurance policies and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

24. Date of Commencement & Completion

4.24.1 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

25. Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

26. Delay & Extension of Time

4.26.1 If in the opinion of the employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

27. Failure by Contractor to comply with Bank's Engineer's Instructions

4.27.1 If the Contractor after receipt of written notice from the employer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer'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 on the Certificate of the

Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

28. Termination of Contract by the Employer

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

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, or shall assign or sublet this Contract without the consent in writing of the Employer first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor:

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of 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 works 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's Engineer 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 Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall 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's Engineer shall be final and conclusive between the parties.

29. Termination of Contract by Contractor

4.29.1 If 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 Bank's Engineer 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 at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

4.29.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 4.16 hereof.

30. Certificate & Payments

4.30.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

4.30.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

4.30.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

4.30.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to ensure the works and keep them insured till the completion of the work.

4.30.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honor of Certificate" after such Certificates have been delivered to the Employer.

31. Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honoring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

32. Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

33. Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.33 hereof, But if either the Employer or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that 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 and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

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

4.33.4 Upon every or any such reference, the cost of and 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 attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration And Conciliation Act, 1996 or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the

work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and 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 Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

34. Right of Technical Scrutiny of Final Bill

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

35. Employer Entitled to Recover Compensation Paid to Workmen

4.35.1 If, for any reason, the Employer is obliged, by virtue of the provisions of the workman'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 to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the

said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

36. Abandonment of Works

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

37. Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are 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 them to the Employer, if required by the Employer at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

38. Right of the Employer to Terminate Contract in the Event of Death of Contractor, if Individual

4.38.1 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.

39. Testing

4.39.1 All the equipment shall be tested jointly with the contractor and the Bank's engineer as required by the various sections of the specifications.

40. Work at Site

4.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items and services necessary, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of Equipment to make with the intent and purpose of these Specifications.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

Section V

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award of letter.
4.	Period of completion	03 Months from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	1 month
8.	Interest for delayed payment	3 percent per annum

Signature of Contractor

Section (VI) - Check List

**Design Supply Installation Testing & Commissioning (DSITC) of Crash Rated
Electro-Hydraulic Bollard System at Gate No-01, RBI-Lucknow
-226010**

Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	Rs.46,000/-	
3	Terms of payment for equipment	As per Section II, para 3.30 of the tender	
	Terms of payment for AMC	Half-yearly payment after satisfactory completion of service.	
4	Technical specifications	As per Section VII and Section VIII (Data sheet) (complete filled)	
5	Rates/ Taxes/ Duties/Octroi	Should be clearly indicated.	
6	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the CAMC and conditions for renewal of CAMC as per the tender provision are acceptable.	
7	Warranty Period	12 months from date of handing over of the entire work including defective material & workmanship.	
8	Service after sales	Free of cost during the warranty period including replacement of any material/assembly/equipment/software if found necessary.	

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
9	Completion period	03 months from 10th day of letter of award of work as per detailed completion program indicated in Section II	
10	Liquidated damages	1/4 % of the contract amount per week of delay subject to a maximum of 10% of the contract value of the delayed period	
11	Penalty for delay in providing service	As per clause in Section II, Tender part-I	
12	Service facility	Shall be available at Lucknow/Kanpur/Delhi-NCR and approachable on telephone, pager and mobile.	
13	Committed period for system maintenance	At least 09 years after one-year defect liability period	

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

Place

Date

Signature of Contractor

Name Designation Seal of the firm

Details of Tenderers

A. Particulars of Firm

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

B. The details of bankers are as below:

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

Section- VII

Technical Specification/Scope of work

5.	Requirement of the Bank / specification /Scope of the work:
5.1	Scope of work: Reserve Bank of India, wants to install Crash Rated (each bollard shall be Type K8 rated) Electro-hydraulic Bollard System having 05 no's, to be operated in various combinations as defined below, in Office Premises. This system will be installed near Gate No-01 entrance along with all connection, panel etc and making surface finished with necessary civil work i.e. surface preparation, paver blocks etc. All Civil and electrical works are required to finish the work as per 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.
5.2.	<u>Technical Specifications Crash Rated Electro -hydraulic Bollard System</u> 1.0 SCOPE This defines the specifications for electro-hydraulic Bollard, consisting off five vertical lift retractable Bollards operating in various combinations, a Hydraulic Power Unit, the Controls and Logic Circuits and Related Features. 2.0 SYSTEM CONFIGURATION 2.1 BOLLARD (S) 2.1.1 Bollard Construction: 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. 2.1.2 Bollard Arrangement: The system shall have a total of 05 Bollards arranged and shall be operated in following combinations by selection at the control panel or by selecting the valves. a) Individually b) In group of three/two (three/two bollards up/down at a time) c) all five operated simultaneously. 2.1.5 Bollard Height: Height of the Bollard shall be as measured from the top of the foundation frame to the top of the Bollard assembly. (Bollard height will be at least 1000 mm) 2.1.6 Bollard Diameter: Bollard shall be in diameter at least 270 mm. 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. The distance between each bollard shall be less than or equal to 1100mm. It should be singularly crash tested bollard under ASTM/DOS/PAS68/IWA 14:2013 std and be able to withstand the front impact of minimum 7.2 Ton (or more) vehicle travelling at the speed of 64 kmph (K8rating) with less than or equal to 1m penetration (P1). The bollard system to remain operational after hit. 2.1.8 The bidders should submit the crash test certificates issued by authorized premier testing agencies like TRL/MIRA/KARCO/CTS in the name of OEM's for the respective model no as quoted for. Complete contact details of issuing agency to be given for independent validation. In case of imported product bidder, need to furnish a copy of Bill of Lading and certificate of origin. The product should be manufactured by the OEM in whose name & address certificate is issued in their principal factory. Manufacturing under licensing, is not acceptable if the same address is not mentioned in the physical crash certificate. Each bollards should capable of impact load from 50 KN. Should be actually (physically) site tested for crash rating. Test certificate must be submitted by the firm.

2.1.9 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 accumulator shall be sized to allow minimum three full cycle operations of a single Bollard in the event of a power breakdown.

2.1.12 Manual Operation. A hand pump shall be furnished to allow the Bollards to be raised manually in the event of a prolonged power interruption. (Bidder shall **specify the time and number of strokes required** to raise and lower a Bollard).

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

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

(a) Extremes in temperature -10° C to 55° C

(b) Rainfall: Yearly average 601 mm.

2.1.16 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 a distance of 16 meter to customer supplied discharge drain/pit. Pump operating voltage shall be 230/1/50).

2.1.17 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 have yellow/black diagonal/Horizontal 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.

2.2 HYDRAULIC POWER UNIT (HPU)

2.2.1 Hydraulic Circuit: Hydraulic Unit shall consist of an electrically driven hydraulic pump, which shall pressurize a high-pressure manifold connected to a hydraulic accumulator. 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 440/3/50. Motor shall be sufficiently sized for the continuous bollards operations. The HPU can be a single hydraulic unit located outside the bollards and mounted inside a hydraulic enclosure.

Weather Resistant HPU Enclosure: A lockable weather resistant enclosure shall be provided for the HPU. The design shall provide for easy access to the HPU for maintenance and emergency operation of the hydraulic system. Enclosure shall be provided with a corrosion resistant coating.

2.3. CONTROL AND LOGIC CIRCUITS

2.3.1 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. An internally mounted transformer shall reduce this to 24 V AC (24 VDC) for all external control stations.

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

2.3.3 Control Panel. A control panel shall be supplied to control the Bollard operation. This panel shall have a key lockable main switch with “**mainpower on**” and “**panel on**” lights. Indicators for bollard UP and Down positions for each Bollard shall be provided inside control panel cabinet. The control panel shall operate on 24 VAC or (optionally 24 VDC).

2.3.4 Central Control Panel: A control panel shall be supplied to control the Bollard operation. This panel shall have a key lockable main switch with “mainpower on” and “panel on” lights. Indicators for bollard UP and Down positions for each Bollard shall be provided inside control panel cabinet rack. **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 V AC or 24 V DC.

Note: The Control panel and central control panel may be a single item and control panel may be located/mounted inside the hydraulic control panel.

2.3.5 Local Control Panel. A local control panel shall also be supplied to control the Bollard operation. This panel shall have a "Power on" light that is lit when enabled by a switch on the central control panel. Push buttons to raise or lower Bollards individually or any combination (manually) shall be provided for “UP”, “DOWN”, “STOP”, “MIDDLE UP” and “MIDDLE DOWN” positions.. There should be Bollard UP and Bollard Down Indicator lamps on front panel. The local control panel shall operate on 24 VAC or 24 V DC.

2.3.6 Remote control will also be provided for up and down of bollard.

2.4 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.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

Section-VIII

Details of Technical parameters
(To be furnished by Tenderers)

Sr. No.	Particulars	Offered by the tenderers
1.	Make	
2.	Type and model No.	
3.	K8 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.	Emergency operation on power failure please mention time and number of strokes required to raise and lower a Bollard.	
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 IX

UNPRICE BID/SCHEDULE OF QUANTITIES

Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow

Sr. No.	Description of items	Quantity	Unit
1	Design, Supply, Installation, testing and commissioning Crash Rated Bollard as per Specification stipulated in Part I of this tender, having 05 Number of Blocking segments with single hydraulic cabinet. The amount quoted shall be inclusive of following: (a) Basic rate (b) GST (c) Any other duty, levies etc. (d) Cost of transport and storage cum erection (e) Insurance for transit and storage cum erection (f) Charges for erection, testing and commissioning of the Hydraulic bollards. (g) Cost of consumables, if any. (h) civil work associated with this work.	1	Each
2	Comprehensive Annual Rate 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 labour of all descriptions, etc. for satisfactory completion of CAMC work, refilling of / topping up of hydraulic oil etc., complete. (this rate for AMC after one year of DLP and further AMC rate will be renewed as per the formula given in Part I of tender) (Inclusive taxes)	1	yearly

Total Cost of Ownership	=	Capital Cost (Supply and installation) + 6.971*AMC Rate (one year)
--------------------------------	----------	---

Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer.

Place: _____ Signature of Tenderer
Date: _____ Name

Designation

Name of firm with Seal

Annexure 'A'

Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – Hydraulic Bollard System at Gate No-01 of Reserve Bank of India, Lucknow

List of similar works executed during the last 5 years (minimum 02 works)

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

(Attach TDS certificate in case of private companies)

Signature of Tenderer:

Date

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 behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Signature & Seal of authorized signatory

Note:

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

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

(Attach TDS certificate in case of private companies)

Annexure – ‘C’

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head)

To,
Regional Director,
Reserve Bank of India,
Lucknow

This is to certify that to the best of our knowledge and information M/s. /Shri _____
_____ is a customer of our bank having
marginally noted address, are/is respectable and can be treated as good for any
engagement up to a limit of ₹23 Lacs). This certificate is issued without any guarantee or
responsibility on the bank or any of its officers.

(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

**Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro
– Hydraulic Bollard System at Gate No-01 of Reserve Bank of India, Lucknow**

Details of Service Set up at Lucknow/Kanpur/ Delhi-NCR

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

Seal of company & Signature

Annexure – E

Proforma of Bank Guarantee for Security Deposit

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

No. _____

To

The Regional Director
Estate Department
Reserve Bank of India
Lucknow

Dear Sir

In consideration of your agreeing to accept the security deposit of INR-----
----- only) furnishable to you by Ms. _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **(Name of work)** as per their Tender No.----- dated ----- and your special conditions of the contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract No. ____ dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

event remain in force after the day of _without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s_____ till such time as may be mutually decided by you and M/s_____.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR_____ (INR_____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Banker's Name & Seal)

BRANCH MANAGER
(Banker's Seal) Address _____

Annexure 'F' - Details of Bankers

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

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone, FAX number and e-mail IDs

Seal of company

Signature

Name

Designation

Date

Annexure 'G'

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION/
PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for Design, **Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow** including signing and submission of all documents and providing information / responses to Estate Department RBI Lucknow representing us in all matters before RBI Lucknow, and generally dealing with RBI Lucknow 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).

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow-226010** and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow-226010**. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

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

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

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

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

discharged only on the intimation thereof being given to the Surety by the Bank.

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

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

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

नियम एवं शर्तों के अधीन करार Articles of Agreement

यह करार वर्ष 2023 का _____ तारीख को लखनऊ में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका कार्यालय गोमती नगर –लखनऊ - 226010, में है (जिसे आगे बैंक कहा जाएगा) तथा द्वितीय पक्षकार मेसर्स ----- जिसका पंजीकृत कार्यालय ----- में स्थित है जिसे आगे "ठेकेदार" कहा जाएगा) के बीच किया जाता है।

ARTICLES OF AGREEMENT made theday of....., 2024 between the Reserve Bank of India (hereafter called "Bank") having its office at Gomti Nagar, Lucknow - 226010 on the one part and M/s _____ having its Registered Office at _____ (Thereinafter called "the Contractor") on the other part.

चूंकि,

नियोक्ता, बैंक के कार्यालय गोमती नगर –लखनऊ - 226010 में Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow-226010 का इच्छुक है और (जिसे आगे उक्त कार्य कहा जाएगा) उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि संख्या _____ से, तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of Reserve Bank of India, Lucknow-226010 (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities 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.

और चूंकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत हो गया है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है (जिसे आगे सामूहिक रूप से "उक्त शर्तें" कहा जाएगा), उक्त ड्राइंग में दर्शाए गए और / या उक्त विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर परिमाणों की सूची में शामिल, राशि के बराबर या इस तरह का अन्य योग (जिसे आगे "उक्त अनुबंध राशि" कहा जाएगा) इसके लिए देय हो जाएगा।

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").

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

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. नियोक्ता ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.2. उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ मुख्य महाप्रबंधक, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिजर्व बैंक, से है और किसी भी कारण से इस अनुबंध के प्रयोजन हेतु उनको आर्किटेक्ट नहीं होने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा उक्त प्रयोजन के लिए नामित किया जाएगा, जो ऐसा व्यक्ति नहीं होगा जिस पर ठेकेदार किसी कारण से आपत्ति उठाए और नियोक्ता उसे उपर्युक्त माने, बशर्ते कि कोई व्यक्ति अथवा व्यक्तियों जिसे बाद में आर्किटेक्ट के रूप में नियुक्त किया गया हो उस समय लिखित में दिए गए किसी भी पिछले निर्णयों या अनुमोदन या निर्देश को अनदेखा या ओवररूल करने का अधिकार नहीं होगा।

The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Lucknow 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. उक्त शर्तें और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और ठेकेदार के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं को उक्त शर्तों के समक्ष प्रस्तुत करेंगे और उक्त शर्तों के अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender 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. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

The said Conditions, Annexures and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.5. मूल निविदा दस्तावेज की धारा II, III, IV, V, VI, VII, VIII और IX तक के साथ यहां उल्लिखित ड्राइंग, करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक

वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार रहेंगे, जो निविदा दस्तावेज में उल्लिखित उपकरणों के जीवनकाल तक मान्य रहेंगे।

The drawings, agreement and documents mentioned herein along with the Sections II, III, IV, V, VI VII, VIII and IX of the original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही काम का एक हिस्सा है, लेकिन यह Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of RBI, Lucknow-226010 के संबंध में काम करने हेतु एक संविदा है, जिसके लिए दर अनुसूची और प्रोबेबल क्वांटिटी या उक्त शर्तों में निहित दरों/राशि के अनुसार भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Design, Supply, Installation, Testing & Commissioning (DSITC) of Crash Rated Electro – hydraulic bollard system at office premises of RBI, Lucknow-226010, to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

2.7. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

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.

2.8. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

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. समय अवधि इस करार का महत्वपूर्ण भाग माना जाएगा और ठेकेदार यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 10वें दिन से कार्य प्रारम्भ कर देगा और समय के विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य तीन महीने के भीतर पूरा करेगा, अन्यथा नियोक्ता उक्त शर्तों के अनुसार परिसमापन क्षति की वसूली करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within Three months subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस संविदा के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, लखनऊ में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Lucknow.

2.11. इस करार या इससे संबंधित सभी विवाद लखनऊ में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ लखनऊ में स्थित न्यायालयों को होगा।

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

2.12. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ और पूरी तरह से समझ लिया गया है।

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

2.13. गैर प्रकटीकरण खंड Non-disclosure clause:

ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप में किसी भी सूचना / प्रणालियों / सामग्री तथा विवरण, जो इस करार के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान ठेकेदार के संज्ञान में आ सकते हैं, का खुलासा तृतीय पक्ष को नहीं करेगा तथा हर समय इस कठोर विश्वास को बनाए रखेगा। ठेकेदार लागू कानून के अनुपालन तथा दायित्व का निर्वहन करने के लिए वर्तमान आवश्यकता के अतिरिक्त करार के विवरण को निजी और गोपनीय मानेगा। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी स्थान पर अथवा किसी भी व्यापार अथवा तकनीकी दस्तावेज़ में कार्य के किसी भी विवरण को प्रकाशित करना, प्रकाशित करने की अनुमति तथा खुलासा नहीं करेगा। किसी भी गोपनीय सूचना के प्रकटीकरण के परिणामस्वरूप बैंक को हुए किसी भी नुकसान की क्षतिपूर्ति ठेकेदार करेगा। उपरोक्त का पालन करने में विफल होने पर इसे ठेकेदार की ओर से करार का उल्लंघन माना जाएगा तथा बैंक नुकसान का दावा करने तथा कानूनी कदम उठाने के लिए पात्र होगा। ठेकेदार इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्यवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में ठेकेदार की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

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 published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.14. यौन उत्पीड़न खंड Sexual harassment Clause:

अ) ठेकेदार, "कार्य स्थल पर महिलाओं का यौन उत्पीड़न (रोकथान, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगा। बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत ठेकेदार / एजेंसी या स्थानीय शिकायत समिति द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी जैसे भी मामला हो और ठेकेदार / एजेंसी के शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाई सुनिश्चित करेगा।

आ) बैंक के किसी कर्मचारी या बैंक में कार्यरत किसी अन्य फर्म के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीडित कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संग्रहण लिया जाएगा।

इ) ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसका भुगतान करने की आवश्यकता हो सकती है। यदि घटना में ठेकेदार के कर्मचारी शामिल हैं, उदाहरण के लिए बैंक के कर्मचारी या अन्य फर्म के कर्मचारी को

कोई मौद्रिक राहत, यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित होती हैं।

ई) कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए ठेकेदार जिम्मेदार होगा।

उ) ठेकेदार बैंक के परिसर में तैनात कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध कराएगा।

a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

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

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

d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

2.15. अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

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.

2.16 मैं _____ कि _____ मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं है तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित करने और साथ ही ऐसे वेतन का भुगतान और सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूर्ति रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव

करूंगा/करूंगी।

I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो If the Contractor is a partnership or an individual	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है। 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.
यदि ठेकेदार एक कंपनी हो If the Contractor is a company	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है 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 / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name and designation)

.....

.....की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, लखनऊ कार्यालय

Reserve Bank of India, Lucknow

(गवाह/Witness)

(2)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, लखनऊ कार्यालय

Reserve Bank of India, Lucknow

(गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

बैंक, ठेकेदार के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है ।

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 100 non judicial stamp paper from successful bidder only)

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India, Lucknow** 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 thereunder (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 09 years . Rate of the contract shall be renewed as per the clause 6 of this agreement. Consent of the firm will not be taken each year at the time renewal of AMC.
2.	<u>Scope of Work:</u> The equipment supplied shall be guaranteed against all types of defects for at least a period of 09 years after one year of defect liability period . Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. This includes consumable yearly replacement of hydraulic oil and hose pipes etc. During this period (DLP & AMC) servicing at not less than Six 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.	<u>Payment Condition:</u> 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.	<u>Penalty:</u> This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

			Rectification time	Penalty
	a	Any defects resulting in total failure of the system	24 hours	Rs.2000/- per day
	b	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.500/- per day
	c	Mandatory Quarterly service is not done.		Rs 5000/- per service
5.	Blacklisting: 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.	New Rate of AMC: While renewing the contract amount will be arrived at based on following formula. $AC = AP \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$ A_C The contract amount for the current year (excluding taxes) A_P The contract amount for the previous year (excluding taxes) EPI_C Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year The rate shall be renewed in every Year in June and communicated through letter.			
7.	If contractor and The Bank are mutually agreed then 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 Lucknow.			
9.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same.			
10.	Non-Disclosure clause: The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any 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.	
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 authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.
12.	Prevention of Sexual harassment The contractor/Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at work place(Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue. The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.	

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

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

1. _____

of association.

2. _____

If the Contract is
signed by the hand
of power of attorney, Shri _____
an individual.

SIGNED AND DELIVERED BY -
the Contractor by the hand of
_____ whether a company or
and duly constituted attorney.

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

The Regional Director
Reserve Bank of India
Estate Department
Lucknow- 226010

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning Crash Rated Hydraulic Bollard at Bank's Main Office Building at RBI, Lucknow - 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 authorize 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 hydraulic bollard 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 09 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 assure you, that we will continue to provide all type of support as per contract agreement for rendering AMC services for a period of 09 years through any other authorized dealer/system integrator for same terms and condition in case the above mentioned authorized dealer/system integrator fails to provide after sale services; failing to which the bank reserves the right to blacklist our firm.

The undersigned is authorized to issue such authorization on behalf of M/s _____ (Name of the OEM). For M/s _____ (Name of the OEM)

Signature & company seal

Name

Designation

Email _____ Mobile No.

UNDERTAKING

(Regarding Site Visit by The Tenderer in Order to Understand the Work)

To,
The Regional Director
Reserve Bank of India
Estate Department
Lucknow, 226010

Dear Sir,

NAME OF WORK: Supply, Installation, Testing and Commissioning Crash Rated Hydraulic Bollard at Bank's Main Office Building at RBI, Lucknow

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the installation of Hydraulic bollard at RBI Lucknow near gate No-1 and also the scope of work for the proposed bollards system..

Yours faithfully,

()

Authorized signatory

(Name and address of the company with Company Seal)

Date

Note: The firm needs to visit the site and get this document signed by Bank's Engineer before submission.

LETTER OF UNDERTAKING

The Regional Director
Reserve Bank of India
Estate Department,
Lucknow- 226010

Dear Sir,

Name of Work: Supply, installation, testing and commissioning Crash Rated Boom Barrier for Bank's Main Office Building at RBI, Lucknow -Undertaking

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

Date

Place

Yours faithfully,

Name and signature

Designation

Seal of the firm

Draft format of Undertaking / Declaration / Certificate to be inserted in procurement document for reference

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: _____

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

2. I / We certify that (Name of the bidder)

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

(Strikeout whichever of the above is not applicable).

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

-

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

Signature and name of the authorized signatory of the Bidder
with Rubber Stamp

Date:

Place: