



भारतीय रिज़र्व बैंक
संपदा विभाग, नागपुर



Quotation for SITC of boom barrier opener for BTOQ, ARSQ & ALSQ residential premises, RBI Nagpur

Sr No.	Items	Date/Time of Tender
1.	Tender no	Nil
2.	Mode of Tender	Sealed Hand Quotation
3.	Estimated amount	₹4.8 Lakh
4.	Date of Issue of NIT	14:00 Hrs. of October 02, 2024
5.	Sale and Issue of Quotation form	14:00 Hrs. of October 02, 2024
6.	Bid Submission start date.	15:00 Hrs. of October 02, 2024
7.	Pre Bid meeting	The meeting will be conducted on October 10, 2024 at 12:00 Hrs in Conference Hall, MOB, RBI Nagpur
8.	Last Date of Submission of Bid.	14:00 Hrs. of October 21, 2024
9.	Opening of Tender	15:30 Hrs. of October 21, 2024

Queries can be raised through e-mail at estatenagpur@rbi.org.in before 16.00 hrs on October 09, 2024.

NOTE:

A) This is open tender enquiry. Only those bidders/vendors who fulfill the pre-qualification criteria for such works given in detail RFP under respective category are eligible to participate in this tender.

B) There will be no physical / manual sale of the Tender Document. Bidders are advised to download the complete set of the Tender Document, including the tender details.

C) Sealed Hand Quotation should be submitted at the Office. Bid submitted through any other mode shall not be entertained.

D) If the due date of opening falls on a holiday, the Tender will be opened on the next working day.

Regional Director
Reserve Bank of India
Nagpur



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NAGPUR**

PART- I

Quotation for SITC of boom barrier opener for BTOQ, ARSQ & ALSQ residential premises, RBI Nagpur

Name of Bidder: _____

Address: - _____

Contact Details with email ID: _____

Due date and time for Submission of Quotation	: Up to 02:00 PM on October 21,2024
Pre-bid Meeting	: 12:00 Hrs on October 10, 2024
Date of opening of Quotation	: At 03:30 PM. On October 21,2024
Venue of opening	: RBI, Estate Department, Nagpur

Note - Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates.

Form of Quotation

Place _____

Date _____

Shri Sachin Y. Shende
Regional Director
Reserve Bank of India
Nagpur

Dear Sir,

Having examined the specifications, designs and schedule of quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Quotation, 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 the specifications, designs, drawings and instructions in writing referred to in Conditions of Quotation, Articles of Agreement, Conditions, Schedule of Quantities and Conditions of Contract 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	Quotation for SITC of boom barrier opener for BTOQ, ARSQ & ALSQ residential premises, RBI Nagpur
(b)	Estimated cost	Rs. 4.8 Lakhs
(c)	Mode of payment	As per clause of General Instructions to vendors and Special Conditions

2. We also agree that our Quotation will remain valid for acceptance by the Bank for 90 days from the date of opening of the Quotation and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

3. Should this Quotation be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Quotation and in the event of any 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 Quotation document together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the Quotation either in

full or in part without assigning any reason therefor. Should we fail to execute the contract when called upon to do so, we do hereby agree that, any other sum (up to 5% of the contract value) payable by the Bank to us shall be forfeited by us to the Reserve Bank of India.

5. The Quotation is submitted in Two part . Quotation contains all commercial terms and conditions, technical particulars and the price bid in the Bank's proforma.

Dated thisday of 2024.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____
Designation _____
Place _____
Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses (1) _____
Signature with name, address _____
and date _____

Witness (2) _____
Signature with name, address _____
and date _____

नियम एवं शर्तों के अधीन करार / Articles of Agreement

यह करार वर्ष _____ की _____ तारीख में, प्रथम पक्षकार भारतीय रिज़र्व बैंक, नागपुर जिसका केन्द्रीय कार्यालय मुंबई, में है एतदपश्चात् "नियोक्ता" कहलाएगा (तथा द्वितीय पक्षकार मेसर्स _____ जिसे आगे) "ठेकेदार" कहा जाएगा के बीच किया जाता है।

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

चूंकि, नियोक्ता **Quotation for SITC of boom barrier opener for BTOQ , ARSQ & ALSQ residential premises , RBI , Nagpur - 440001.** संविदा का इच्छुक है (और जिसे निर्धारित कार्य कहा गया है) 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 **Quotation for SITC of boom barrier opener for BTOQ , ARSQ & ALSQ residential premises , RBI , Nagpur - 440001.** (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.

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।

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

2. उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ मुख्य महाप्रबंधक, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिजर्व बैंक, नागपुर 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।

2. The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed

to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

3. उक्त शर्तों 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।

3. 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 Quotation 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.

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।

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

5. यहां वर्णित ड्राइंग, समझौते और दस्तावेज इस अनुबंध का आधार बनेंगे।

5. The drawings, agreement and documents mentioned herein shall form the basis of this Contract.

6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही काम का एक हिस्सा है, लेकिन **“Quotation for SITC of boom barrier opener for BTOQ, ARSQ & ALSQ residential premises, RBI , Nagpur - 440001”** 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।

6. 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 **“Quotation for SITC of boom barrier opener for BTOQ , ARSQ & ALSQ residential premises , RBI , Nagpur - 440001”** to be paid for at the rates/amount

contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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।

7. 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.

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।

8. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

9. समय को इस अनुबंध का सार माना जाएगा और ठेकेदार उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के दसवें दिन से काम शुरू करने और 45 days के भीतर काम पूरा करने के लिए सहमत है। ऐसे फॉर्म द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के लिए) यानी समझौते के विलेख के माध्यम से या पत्रों/मेल के आदान-प्रदान के माध्यम से (जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है।

9. 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 **45 days** subject nevertheless to the provisions for the extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

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

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

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

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

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

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

13. **गैर प्रकटीकरण खंड:** ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि के बारे में प्रत्यक्ष या / प्रणालियों / अप्रत्यक्ष रूप में किसी भी सूचना, 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 कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में ठेकेदार की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

13. **Non-disclosure clause:** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss

suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

14. यौन उत्पीड़न खंड:

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 पीड़ित 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 है।

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।

14. Sexual harassment Clause:

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.

15. **अप्रत्याशित घटना:** 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।

15. **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour 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.

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 क्षतिपूरित 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 फार्म 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.

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) _____

पता/ Address _____

(2) _____

(गवाह/Witnesses)

दिनांक _____ को आयोजित बैठक में
निदेशक मण्डल द्वारा पारित संकल्प के
अनुसार _____ की मुहर निम्नलिखित
की उपस्थिति में लगाई गयी।

The common seal of
was hereunto affixed pursuant to the
resolutions passed by its Board of
Directors at the meeting held on
_____ in the presence of

1)

2)

निम्नलिखित की उपस्थिति में निदेशकों द्वारा
हस्ताक्षरित

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

1)

यदि ठेकेदार अपने कंपनी की मुहर के माध्यम
से हस्ताक्षर करता है तो यह आर्टिकल ऑफ
असोशिएशन के मुहर संबंधी प्रावधान के
अनुरूप होना चाहिए।

If the Contractor signs under its
common seal, the signature clause

should tally with the sealing clause in the Articles of Association.

2)

ठेकेदार की ओर से श्री -----
और विधिवत नियुक्त अटॉर्नी द्वारा
हस्ताक्षरित और सुपुर्द
SIGNED AND DELIVERED By the
Contractor by the hand of Shri

And duly constituted attorney,

यदि ठेकेदार पावर ऑफ अटॉर्नी के माध्यम
से हस्ताक्षर करता है, बशर्ते वह एक कंपनी
अथवा व्यक्ति हो।

If the Contractor is signing by hand of
power of Attorney whether a company
or individual

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.

General Instructions to Vendors and Special Conditions

Qualifying Criteria

1. Sealed (two part) quotation shall be addressed (by name) to Shri Sachin Y. Shende, Regional Director Main Office, Reserve Bank of India, Nagpur and super scribed " **Quotation for SITC of boom barrier opener for BTOQ , ARSQ & ALSQ residential premises , RBI , Nagpur - 440001**". and sent so as to reach not later than 2.00 PM on **October 21, 2024**.

Only those Original Equipment manufacturer (OEM)/Authorized dealers who have minimum 5 years' experience in the field of undertaking similar works viz. **SITC of boom barrier opener** for the office buildings/commercial premises/industrial houses till September 30, 2024 executed successfully similar works individually costing as under:

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

OR

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

OR

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

AND

(d) Have a minimum yearly **turnover** of 100% of estimated cost during the last 3 financial years ended August 31, 2024, supported by audited financial statements.

AND

(e) A **service setup** in Nagpur for rendering after sales service.

The proof of service setup such as local electricity bill/telephone bill /Rental Agreement must be uploaded in the e-tendering portal.

2. The Quotations shall be submitted in two separate envelopes subscribing Part I and Part II both sealed in a bigger envelope should be placed in the Quotation box available at ISS/Main enquiry section of the office building. The Quotation Part I should contain all terms and

conditions if any, technical specifications of works, schedule of quantities and the part II should contain Price Bid.

3. Quotation Part I shall be opened at 3:30 P.M. on **October 21, 2024** at this office in the presence of Bidders or their representatives should they choose to be present. Opening of Part II will be intimated separately only after fulfilling part I terms and conditions.

4. Quotations shall remain open to acceptance by the Bank for a period of 90 days from the date of opening of the Quotation, which period may be extended by mutual agreement and the Bidder shall not cancel alter or withdraw the Quotation during this period.

5. Reserve Bank of India does not bind itself to accept the lowest or any Quotation and reserves to itself the right to accept or reject any or all the Quotations either in whole or in part, without assigning any reasons for doing so. The Reserve Bank of India also reserves the right to divide the order between two or more Bidders and the contractor shall carry out even the part orders for various items.

6. Time shall be considered as the essence of the contract and the successful Bidder shall carry out the entire job **within a period of 45 days** from 14th day of date of award letter. In case the contractor fails to complete the entire work within the time stipulated or authorized extended period, liquidated damages at the rate of **0.25% of the contract amount per week** would be recovered from their bill subject to maximum deduction of 10% of the contract value of the work. Bank will pay interest for delayed payments @3% per annum after the period of honouring certificates of payment which is one month for running bills and three months for final bill.

7. The contractor should note that the Quotation is on item-rate basis and rate quoted for each item shall be self-supporting and sufficient to carry out each item of work in the schedule of quantities considering the different items and activities involved with their specification stipulated in the Quotation.

8. The contractor shall clearly understand the scope of work and items to be carried out before quoting. Bidders shall visit the site before quoting for the work. They shall also note the following:

- (i) the detailed item wise work with specifications
- (ii) All the approved brands of materials.

9. The Bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of Quotation and for entering into a contract 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.

10. The rates quoted in the Quotation shall be for completing the work according to the detailed specifications including supplying material, labour, scaffolding etc. at site. The rate shall also include GST/ sales tax on works contract, excise duty, octroi and any other tax and duty or other levy levied by Central Government or State Government or any local authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. The rates shall also include transportation, loading and unloading, freight charges, transit, insurance etc. The rate shall also include handling, transportation from store to place of work of the materials to be supplied by the Bank.

11. Immediately on receipt of intimation from the Bank about acceptance of the Quotation, the successful Bidder shall execute an agreement within 14 days of awarding of work and start the work with the written acceptance of the Reserve Bank of India. The Quotation will constitute binding contract between the Reserve Bank of India and the firm so quoted even if the formal agreement is not executed subsequently.

12. **Defect Liability Period :** Any defect or fault which may appear during 12 months from the date of virtual completion of work/or supply and installation in full as specified under the contract, 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 Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon 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 Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

13. Each of the Quotation documents is required to be signed by the person or persons submitting the Quotation in token of his/their having acquainted himself/themselves with the Special Conditions, Specifications, Schedule of Quantities etc. as laid down. Any Quotation with any of such documents not signed will be rejected.

14. The Quotation must be filled in English and all entries must be made by hand and written in ink. If any document is missing or unsigned the Quotation will be considered invalid.

15. All erasures and alterations made while filling the Quotations must be attested by initials of the Bidder. Overwriting of figure is not permitted; failure to comply with any of these conditions will render the Quotation void. No advice of any change in rate or conditions after the opening of the Quotation will be entertained.

16. Each Quotation should contain not only the rates but also the value of each item of work entered in a separate column and all items should be totalled up to show the aggregate value of the entire Quotation.

17. The contractor shall arrange to get all the sample of materials to be used in the work approved from the employer.

18. Time shall be considered as the essence of the contract. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fail to keep the programme of work as per the programme given by the contractor and approved by the Bank.

19. Firm should depute qualified and trained personnel only. Bank shall not be responsible for any accident during the work.

20. **Recovery of dues:** In case the contractor fails to rectify the defects developed during the "Defect Liability Period" (DLP) within a reasonable period or fails to take required action or his response is not considered satisfactory, the cost of rectification (up to 5% of the contract value) will be adjusted by the Bank from any other sum payable by the Bank to them for any other contract.

21. The contractor shall quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the Quotation.

22. The quantities mentioned in the Quotation are approximate. All the contractors are advised to measure the exact quantities at site before procuring the same. Any surplus item left will not be paid and shall be returned to the contractors without any payment.

23. Mode of Payment

Payment shall be made based on the satisfactory completion of the work after actual site measurement. In addition, I.T. surcharge and any other statutory tax as per the Government rules shall be deducted from the bill.

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

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

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

filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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

25. The bidders are requested to fill in the enclosed proforma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

26. Insurance Clause

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's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost 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 Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages 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 or third parties.

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

The minimum limit of the coverage under the third party insurance policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence.

The Contractor shall be responsible for anything which may be excluded from the insurance policies referred to above and also for all other damages to any property arising 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 claim or proceedings of damage arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the requisite amount towards damage, compensation, costs, charges and expenses arising or occurring from or

in respect of any such claims or damage from any or all sums due or to become due to the contractor.

In addition to the above, the Contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place :

Date :

Bidder

Seal and Signature of the

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for workmen can be availed from the available source at site free of cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor.
5. The intending bidder can obtain any clarifications regarding the Quotation drawings, specifications etc. from the department on any Bank's working day.
6. The bidder may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
7. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
9. All dismantling work and work generating noise shall be done during the daytime and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night-time. Contractor shall take into account the above facts while quoting the rates.
10. The Bidder shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
11. The contractor shall depute a qualified supervisor during execution of the work .No work shall be carried out at site in unsupervised manner.
12. The contractor shall use only approved brands of materials as given in the Annexure. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the contractor.
13. Contractor shall provide **safety arrangement / enclosure** preferably with signboards marked with "Work in Progress/ Danger" / Red ribbon etc so as to avoid any accident/mishap or fall of children/personnel.
14. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.

Place:

Date:
Bidder

Seal and Signature of the

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
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 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a 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; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
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 period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.
16. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India/ the state government/ the Bank time to time.

FIRE SAFETY

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

Technical -Specifications

Supply, Installation, Testing and Commissioning of 03 nos. Boom Barrier for various residential colonies, RBI in Nagpur.

Technical Scope of Work:

It is proposed to provide lifting boom barrier at the main entrance of various residential colonies of RBI in Nagpur:

1. Atrey Layout Staff Quarter
2. Byramji Town Officers Quarters
3. Amravati Road Staff Quarters

The clear dimension of each entrance is 3 to 6 meters (approx.).The site may be inspected for location of boom barrier, control panel, actual measurements and length of cables required etc.

This section of the specification includes the supply, installation, testing, commissioning and handing over of Boom Barrier required to form a complete, operative, coordinated system for various residential colonies attached to RBI office in Nagpur.

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for the Supply, installation, testing and commissioning of the complete boom barrier and subsequent upkeep and maintenance as defined.

SPECIFICATIONS FOR BOOM BARRIER

1. Clear passage width and required Length of boom : As per site requirement
2. Height of pole above ground : 0.90 m (approx.)
3. Desirable operation time : 2-4 Second
4. Controller protection rating : IP 54 or above
5. Duty Cycle : 100% (Intensive Use)
6. Power input : 400 watt (min)
7. Working Temperature : -20 to + 50 Degree Celsius
8. Motor output power : 180 Watt minimum
9. Torque : 120 NM minimum
10. Certification : TUV/UL or equivalent
11. Arm length : 3- 5 meters as per the site requirement.

Boom:

Barrier shall be fabricated from Aluminium/MS/SS square/rectangular/circular pipe sections of thickness as per OEM standards. The length should be of custom fabricated to match the site requirement. They shall be designed in shapes which give strength. The responsibility for the exactness of the length will be solely of the company responding to quotation inquiry, therefore firm has to make sure about the exact length and width of the equipment before commencement of the work.

Operating Mechanism:

The operating mechanism shall be electromechanical drive unit or a suitable electro hydraulic mechanism for heavy duty operation (under all weather conditions). The drive unit motor shall be suitable for 230 Volts, 50 Hz single phase power supply. The drive unit shall have all mechanical parts encapsulated in a weather resistant, water tight capsule filled with oil for silent and maintenance free operation. The exterior to be rust and weatherproof with at least powder coated or epoxy coated High grade galvanized steel/stainless steel. The electrical/electronic components housing shall have protection Class IP-54 or above.

Activating devices:

The barrier shall be activated manually, by push button, remote control for visitor vehicles, It would have microprocessor-based control panel capable of integrating with optical beam sensors. Push button controls for all functions shall also be provided in the security chowky. There should be Inbuilt provision of hand pump/manually operation system for controlled movement both for Up/Down cycle without power.

Optical Beam Sensor:

Safety device to detect presence of vehicles and reverse barrier movement

Body:

The body case should be fabricated from MS galvanized sheet/stainless steel or better. The dimension of the body shall be quoted and the entire exterior shall be epoxy coated/ all- weather coating/red/white powder coated housing (RAL7012).The steel boom shall rest on stands placed at each end of the boom. Boom stands shall be made of heavy steel pipes and shall be embedded in reinforced concrete. All associated civil works including necessary foundation etc. shall also be included in the scope of the work.

Testing of the System

The representative of the manufacturer of the equipment shall demonstrate that the systems function properly in every respect.

- i) Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.
- ii) It should include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete point to point wiring diagrams, annunciator layouts and main control layout, configurations and terminations.
- iii) Complete operating and maintenance manuals including technical data sheets.
- iv) Provide a clear and concise description of operation which gives, in detail, the information required to properly operate the equipment and system
- v) Four copies of the above documents in book form well bound should be submitted.

Date: *(Name and address of the company with Company Seal)*

Place:

Comprehensive Annual Maintenance Contract (CAMC) after DLP period

- I. The vendors shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST for maintenance shall be quoted in respective column in the BOQ.
- II. The system shall be inspected, upkeep/serviced periodically. The periodicity shall be on quarterly basis or earlier depending upon the weather conditions.
- III. The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables etc during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the vendors without any additional cost to the Bank.
- IV. Penalty for delay in rectification during CAMC:
During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all

the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 500/- per day subject to maximum of 25% of the annual maintenance charges, if the defect in the system is not rectified within the period of 24 hours during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

V. Payment of service charges during comprehensive annual maintenance service (CAMC):

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

VI. The service contract shall be renewed for a further additional period of at least 06 years after the initial Comprehensive annual service contract period of one year after one-year warranty/Defect Liability Period. While renewing the contract the new contract amount will be arrived at based on following formula:

$$AC = AP [(15+60x(EPIC/EPIP)+25x(CPIC/CPIP))] / 100$$

AC The contract amount for the current year.

AP The contract amount for the previous year.

EPIC-Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.

EPIP-Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.

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

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

The successful vendors shall enter into an agreement (Annex L) for comprehensive annual maintenance contract of the system with the Bank. Further the vendor has to submit Workmen Compensation policy during CAMC period.

Scope of works during CAMC

(A) The scope of work shall include the following:

(i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ checking of safeties etc. to ensure smooth and trouble-free working of the system.

(ii) Repairs/ replacement to the any faulty parts including re-loading software etc. in the event of any malfunctioning including replacement of spares/ components/ sub-system/ cards/ and any other component, part or whole, which may need replacement/ repairs.

(iii) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the vendors. Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.

(iv) All manufacturers preventive maintenance schedules/ replacement periodicity of components like electrical/electronic parts including checking of safety devices, protections phase reversal, load testing etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance

indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to any number of breakdown calls.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.

Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at designated sites.

Signing of Contract Agreement

- I. The General instructions to the vendors and special conditions, conditions Herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the Quotation documents, minutes of pre-bid meeting, the subsequent correspondence exchanged between the Bank and the vendors and the work order placed shall be the basis of the final contract to be entered into with the successful vendors.
- II. The Vendors shall go through the terms and conditions given in the general conditions of contract, special conditions herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Quotation documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- III. The Quotation submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the Quotation may be rejected.
- IV. On receipt of intimation from the Bank of the acceptance of his/their Quotation, the Successful vendors shall be bound to implement the Contract and within fourteen days thereof, the successful vendors shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Quotation in itself will constitute a binding agreement between the Reserve Bank of India and the person so Quotating, whether such contract is or is not subsequently executed.
- V. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding

the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

(A) Evaluation of Quotation

Quotations will be evaluated on the basis of capital cost of the system and taking into account the effect of comprehensive annual maintenance service charges (CAMC) for 07 years. Quotations will, therefore, be evaluated based on the total owning cost for 08 years which will be arrived at as under:

Total owing cost = Quoted capital cost + NPV of service contract charges for 07 years = Quoted capital cost + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF) MF is 5.63.

(MF = 5.63) For calculating the NPV of service contract charges, the following factors have been applied:

A	Increase (Escalation)	5% per annum
B	Discount factor	8% per annum
C	Period of contract	08 years from the date of handing over of the
D	Payment terms for annual maintenance contract.	Half yearly payment after satisfactory completion of service

Minimum Base Rate for Comprehensive AMC

I. Minimum Base Rate for Comprehensive AMC is 5% (Five) of total capital cost. In case, the vendors quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) 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 Quotation.

II. Pre-dispatch Inspection

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

III. Drawings

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

IV. Other Issues

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

- a. The vendors are requested to examine the drawings, inspect the site of the work, and acquaint themselves with all local conditions, means of access to the work, nature of the work etc. before submission of Quotation.
- b. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each Quotation should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire Quotation.
- c. The rates quoted in the Quotation shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- d. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Quotation amount, subject to such variations as are provided for herein.
- e. The successful vendors is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- f. **Minimum wages/ Gratuity act / contract labour Act to the workmen:** The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.
- g. **Labour License:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.
- h. The successful vendors must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

Witness

Signature of vendors

Address

Address

Date

Date

Schedule of Technical Information
Details of Technical parameters
(To be furnished by vendors)

SNO	Particulars	
1.	Make	
2.	Type and model No.	
3.	Static impact load	
4.	Drive	
5.	Boom length	
6.	Clear passage	
7.	Total length	
8.	Total weight	
9.	Electric motor capacity/rating	
10.	Protection class & Certification	
11.	Power consumption	
12.	Power supply/operating Voltage	
13.	Operating time	
14.	Corrosion protection	
15.	Operation temperature Range	
16.	Emergency operation on power failure	
17.	Electric controls	
18.	Size of barrier housing	
19.	Foundation details	
20.	Corrosion protection	

Appendix Hereinbefore Referred To

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	30 days from the date of final commissioning.
3.	Date of Commencement	14 th day from the date of letter of award of work.
4.	Period of completion	45 days from the 14 th day of issue of work order
5.	Liquidated Damages	0.25% of the contract amount per week delay subject to a maximum of 10% of the contract amount.
6.	EMD	NIL

Place:

Date:

Seal and Signature of the Bidder

Check List
Commercial Conditions

Sr. No.	Description	Bank's terms	Whether acceptable to the bidder or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening of Quotation.	
2.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period.	
3.	Completion period	45 days from 14 th day of the date of issue of work order.	
4.	Liquidated damages for delay in completion of work	0.25% of the contract amount per week of delay subject to maximum of 10% of contract value.	
5	Guarantee	One year after the date of virtual completion.	
6.	Field tests/site test	As per the IE rules	
7.	Terms of payment	I. 95 % of the quoted rate after the successful completion of the work II. 5 % of the completion of 1 year defect liability period	
8.	Insurance	Shall include for 1. Contractor All Risk Policy including fire for supply, transit, storage, erection, testing and commissioning etc., & Fire Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	
9.	EMD	NIL	

Date:

Place:

Seal and Signature of the Bidder

PART- II
Bill of Quantity

Name of the Work: Quotation for SITC of boom barrier opener for BTOQ, ARSQ & ALSQ residential premises, RBI, Nagpur - 440001

S no	Item Description	Qty	UOM	Rate/ Unit	Total Amount
1.	Boom Barrier - Supply, Installation, Testing and Commissioning of Boom Barrier as per Specification mentioned in part I of the Quotation for boom length up to 3 - 5 meters (as per the site requirement). The rate shall be including all cabling, accessories etc. All associated civil works including necessary excavation foundation etc., shall also be included in the quoted rate.	03	Nos.		
2.	GST @ 18 %				
3.	Total with GST				
4.	Comprehensive Annual Maintenance Charges : (per unit per annum) (CAMC) including repairs/ replacement of all/any types of spare part/materials, refilling of oil etc., in Rupees per annum after completion of defect liability period(one year) and as per terms & conditions. The CAMC charge should be quoted for each unit per annum. The service contract shall be renewed every year for an additional period of at least 6 years after 1st year of CAMC. The rate shall be renewed as per the formula mentioned in clause of general instruction to vendors	03	Nos.		
5.	GST @ 18 %				
6.	Total with GST				
7.	Total of (3 + 6 x 5.63) MF is 5.63				

Note: Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates.

Date:

Place:

Seal and Signature of the Bidder