



Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for **Design, Supply, Installation, Testing and Commissioning of IP CCTV System in Bank's Staff Quarters at RPC Layout, Bangalore.** The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi> and the website of the RBI at <https://www.rbi.org.in> under the menu "Tenders".

2. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

3. The estimated cost of the work is ₹6.50 lakh (approx.), however the actual amount may vary.

4. The schedule for the e-Tendering process is as under:

A	E-Tender No.	RBI/Bengaluru/Estate/87/2020-21/ET/136
B	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of NIT available to parties to download	10.00 am on September 14, 2020
D	Earnest Money Deposit	Rs. 13,000/- from all bidders in the form Demand Draft / Bank Guarantee / NEFT to the Bank (details under para "bidding in e-tender").
E	Last date of submission of EMD	12.00 pm of October 15, 2020
F	Start Bid Date	11.00 am of September 14, 2020
G	Last Date of Submission of Eligibility documents	3.00 pm of October 05, 2020
H	Last Date for submission of the tender	2.00 pm of October 15, 2020
I	Date of opening of Part I (Technical Bid) of tender	3.00 pm of October 15, 2020

5. The Part-II i.e. price bid will be opened on the same day or at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Bangalore

September 14, 2020



**Reserve Bank of India
Estate Department
Bengaluru**

e-Tender For

**Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance
System in the Bank's Staff Quarters at RPC Layout, Bengaluru**

Part -I

Name of Tenderer: _____

Address: _____

Due date and time for Submission of tender : Up to 02:00 PM. on October 15, 2020

Date of opening of Part- I of tender : At 03:00 PM on October 15, 2020

Venue : Reserve Bank of India
Estate Department, Nrupathunga Road
Bengaluru

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Bengaluru**

Notice inviting e-Tender

Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance System in the Bank's Staff Quarters at RPC Layout, Bengaluru – E-tender

1. Online Tenders by **E-Tendering** process are invited for above work at RBI Staff Quarters at RPC Layout, Bengaluru. The work is estimated to cost **Rs.6.50 Lakh** and is to be completed within **eight** weeks.
 2. All the Pre-Qualification papers shall be uploaded on MSTC site. Same will be downloaded after bid opening date for examination by the Bank.
 3. The Earnest Money Deposit (EMD) in the form of DD/Irrevocable Bank Guarantee/proof paid by NEFT shall be submitted in sealed cover addressed by name to **Shri Jose J Kattoor Regional Director, Estate Department, Reserve Bank of India, Bengaluru** as to reach up before **12:00 PM** on October 15, 2020, superscripted as "EMD for DSITC of IP CCTV Surveillance System in the Bank's Staff Quarters at RPC Layout, Bengaluru.
 4. Online tenders will be allowed to view /download to all firms from **10 AM of September 14, 2020**. The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II.
 - i. The intending tenderer must have minimum 5 years of experience in carrying out grid interactive solar power system installation works for office buildings/commercial premises. The **similar work*** should have been completed on or before **August, 2020**.
 - ii. The intending tenderer must and have executed successfully **similar works***, during last five years ending on **August, 2020** as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost i.e., Rs.2.60 Lakh
OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost i.e., Rs. 3.25 Lakh
OR
 - (c) One work costing not less than the amount equal to 80% of the estimated cost i.e., Rs. 5.20 Lakh
 - iii. Minimum yearly turnover of **100% of the estimated cost (i.e., Rs.6.50 lakh)** during last 3 financial years supported by audited financial statements.
 - iv. Should have service setup at the place of proposed work i.e., Bengaluru, Karnataka or nearby metro for rendering after sales service
- *Similar Works** means - works of Design, Supply, Installation, Testing and Commissioning of **IP CCTV System**.
5. The contractors shall upload the following information/documents on MSTC site to satisfy the Bank about their eligibility

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works (4(i) and 4(ii) above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. (FY 2018, FY 2019, FY 2020) along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of Service setup	Address and contact details of the service set up at the place of proposed work or nearby metro for rendering after sales service.

6. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in tendering process
7. (a) Tender forms can be downloaded for viewing from the website_ www.mstcecommerce.com w.e.f **September 14, 2020 from 10 AM.**

(b) EMD of **Rs.13,000/- (Rupees Thirteen Thousand only)** in the form of Demand Draft favoring Reserve Bank of India payable as Demand Draft / NEFT as per details in Annexure- L or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-J](#))

(c) Tenderers shall submit all the information and the documents as mentioned in Para 5 above

After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

8. Part I of the tenders will be opened on-line at **3:00 PM on October 15, 2020** in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.
9. The applicants/tenderers have to submit/upload
 - a. Client's certificate as per format at [Annex- G](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.
 - b. Banker's certificate as per format at [annex -H](#) from their banker/bankers.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

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

10. 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.

Place:
Date

Regional Director

SCHEDULE OF TENDER (SOT)

Item	Description
e-Tender no	RBI/ Bengaluru/ Estate/ 87/2020-21/ ET/ 136
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Date of NIT available to parties to download	From 10:00 AM of September 14, 2020
Tender Fees	Rs – Nil
Earnest Money Deposit	Rs.13,000/- by 1) NEFT, RBI A/c.No.- 8692299, IFSC Code: RBIS0BGPA01 or 2) Demand Draft / Bank Guarantee as per Annexure J for EMD in favor of Reserve Bank of India, Bengaluru to be delivered in physical form at Estate Department, 2nd Floor, Reserve Bank of India, Nrupathunga Road, Bengaluru – 560001.
Last date of submission of EMD	Till 12:00 PM on October 15, 2020
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	11.00 AM of September 14, 2020
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of October 15, 2020
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of October 15, 2020
Transaction Fee	Rs._____plus GST @18% Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

Important instructions for E-procurement

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

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p>
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SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo- > Register as Vendor -- Filling up details and creating own user id and password → Submit.

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

Contact person (RBI):

1. Shri M. Venugopal (Assistant Manager, Tech-Elect)
080-22180260 / 9833156714
2. Shri. Uthra Lakshmi (Assistant Manager)
080-22180272 / 9486247212

Contact person (MSTC Ltd):

1. Shri. J. Damodaran, Branch Manager
080-22287356 / 9841002253 (jdmodaran@mstcindia.co.in)
2. Raveendranath, 76764 56095
3. Arnab Sarkar 9986036012

Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirement:

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

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 www.mstcecommerce.com once

2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi .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	Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

	<p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE:</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	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).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to 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</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>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.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.



**Reserve Bank of India Estate Department
Bengaluru**

**e-Tender For
Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance System
in the Bank's Staff Quarters at RPC Layout, Bengaluru**

Part-I

Name of Tenderer: _____

Address: _____

Due date and time for Submission of tender : Up to 02:00 PM. on October 15, 2020

Date of opening of Part- I of tender : At 03:00 PM on October 15, 2020

Venue : Reserve Bank of India
Estate Department, Nrupathunga Road
Bengaluru

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Section – I
Form of Tender

Place

Date

Dear Sir/Madam,

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

MEMORANDUM

(a)	Description of works	Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance System in the Bank's Staff Quarters at RPC Layout, Bengaluru.
(b)	Estimated cost	Rs.6.50 Lakhs
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.13,000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	Eight weeks from the 10 th day of issue of work order

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

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs.13,000/-** 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.
5. The tenders shall be uploaded in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated: _____ day of _____ 2020

For and on behalf of M/s _____

(Signature with seal)

Name _____ Designation _____

Place _____ Date _____

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

Witnesses

(1) Signature with name, address and date _____

(2) Signature with name, address and date _____

Section II
Draft Articles of Agreement

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

WHEREAS the Employer is desirous of **Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance System in the Bank's Staff Quarters at RPC Layout, Bengaluru** and has caused drawings and specifications describing the work to be done.

AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS -

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

- 2.1 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- 2.2 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.
- 2.3 The said Conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
- 2.4 Tender Part-I and Part-II duly filled by the contractor shall form the part of this agreement
- 2.5 The drawings, agreement and documents mentioned herein shall form the basis of this Contract.
- 2.6 This Contract is deemed to be Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.
- 2.7 Work order No. _____ dated _____ shall form the part of this agreement
- 2.8 The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.
- 2.9 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 2.10 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in

the said conditions and to complete the entire work within **Eight weeks** subject nevertheless to the provisions for the extension of time.

- 2.11 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Bengaluru.
- 2.12 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in _____ and only courts in shall have jurisdiction to determine the same.
- 2.13 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 2.14 **Non-disclosure clause:** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 2.15 **Sexual harassment Clause:** Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank
- 2.16 **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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

SIGNED AND DELIVERED by Reserve Bank of India, _____

 (Name and Designation)
 In the presence of - Witnesses –

1. _____

Address _____

2. _____ Address _____

If the party is a Partnership firm or individual

SIGNED AND DELIVERED BY _____

In the presence of –

Witness -

1. _____

Address _____

2. _____ Address _____

THE COMMON SEAL OF

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

In the presence of - Witness –

1. _____

2. _____

If the Contractor in token thereof in the seal, the signature clause should tally with the sealing articles of association.

Directors who have signed these signs under common presence of - presents

1. _____ clause in the

2. _____

If the Contract is the hand of of power of attorney, company or

SIGNED AND DELIVERED BY - signed by the hand the Contractor by

Shri _____ whether a _____ an individual.

_____ and duly constituted attorney.

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

Section III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

E-tenders are invited for Design, Supply, Installation, Testing and Commissioning of IP CCTV Surveillance System in the Bank's Staff Quarters at RPC Layout, Bengaluru for an estimated cost of Rs.6.50 Lakh from eligible firms

3.2 Eligibility Criteria:

Online tenders will be allowed to view /download to all firms from 11 AM of September 14, 2020. The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II

- The intending tenderer must have 5 years of experience in carrying out grid interactive solar power system installation works for office buildings/commercial premises. The work should have been completed **on or before August, 2020**.
- The intending tenderer must and have executed successfully **similar works***, during last five years ending on **August, 2020** as under:

Three works each costing not less than the amount equal to 40% of the estimated cost i.e., Rs.2.60 lakh

OR

Two works each costing not less than the amount equal to 50% of the estimated cost i.e., Rs.3.25 lakh

OR

One work costing not less than the amount equal to 80% of the estimated cost i.e., Rs.5.20 lakh

- Minimum yearly turnover of **100% of the estimated cost (i.e.Rs.6.50 lakh)** during last 3 financial years supported by audited financial statements.
- should have service setup at the place of proposed work or nearby metro for rendering after sales service

***Similar Works** means - works of Design, Supply, Installation, Testing and Commissioning of **IP CCTV System**.

Tenderers should submit the following documents in respect of their eligibility:

- Copies of detailed work order indicating scope and value of works for the qualifying works.
- Completion certificate for the qualifying works.
- A certificate issued by Chartered Accountant indicating **turnover** for last three years along with the audited Financial statement for the same period.
- List of completed works with all the details.
- Financial statement for turnover for last 3 years

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected

3.3 Tender submission:

The tender shall be submitted online on MSTC site in two parts, viz, Part I and Part II "Part -I – Technical and Commercial" and "Part II – Price bid", respectively.

- 3.3.1** The tenders shall be submitted / uploaded **till 2:00 PM on October 15, 2020**. No tender will be received/accepted after **2:00 PM on October 15, 2020** under any circumstances whatsoever.
- 3.3.2 Intending tenderers shall remit as Earnest Money a sum of **Rs.13,000/- (Rupees Thirteen Thousand only)** by a demand draft in favour of Bank of India, payable at RBI_drawn on a scheduled bank or NEFT or Bank Guarantee in
- a) form ([Annexure-J](#)) acceptable to the Bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be held by the Bank as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work.
- b) On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Bank 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.
- c) All compensation or other sums of money payable by the contractor to the Bank 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 as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.
- 3.3.3 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.
- 3.3.4** The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. **A tender containing deviation from the terms and conditions is liable for rejection.**
- 3.3.5 The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 3.3.6 All information, correspondence letters shall be addressed to **Shri. Jose J Kattoor, Regional Director, Reserve Bank of India, Estate Department, Bengaluru.**

3.4 Part II - Price

Part II shall contain only prices

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms/format issued by the Bank to fill in the rates. The tenders shall be filled in English/Hindi. In case of any difference of interpretation between the two versions the English version will be considered valid. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (e) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

3.5 Opening of Tender

Part I of the tenders will be opened online **on October 15, 2020 at 03:00 PM** in the presence of tenderers who choose to be present. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders and eligibility documents will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

3.6 Scope of Work

3.6.1 The scope of work shall include the following: Design, Supply, Installation, Testing and commissioning of IP **CCTV Surveillance** System in Bank's **Staff Quarters at RPC Layout, Bengaluru**.

- a) Delivery of entire material to Bank's site at RPC Layout including packing, handling, transporting, clearing, loading/unloading etc.
- b) Installation, testing & commissioning of all the components/ equipments/ accessories etc. as per technical specifications and handing over to the Bank and providing necessary site training to the users.
- c) Insurance as stipulated in the tender document.
- d) Providing all inclusive service including all spares, labour, software upgradation, camera servers network switches, cabling, relocation of cameras etc. during defect liability period (DLP) of 1 (ONE) year from the date of virtual completion and subsequent comprehensive Annual Maintenance Contract (CAMC) for the committed period of 7 years after expiry of defect liability period **of 1(ONE) year as** stipulated in the detailed requirement.
- e) All engineering, equipment, labour and permits required to satisfactorily complete the work as per specifications.
- f) Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.

- 3.6.2 The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures / literature etc. in addition to those details called for in the Technical Specifications.
- 3.6.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is complying with the Bank's requirements and specifications and shall take full responsibility for the efficient operation of the equipment offered.
- 3.6.4 Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the entire system.

3.7 Drawings and documents

- 3.7.1 The tenderer shall on its own expense arrange to inspect the office Building where the work is to be executed before submission of bid and acquaint himself with all the relevant information required for preparing and submitting his bid.
- 3.7.2 After award of the work, the successful tenderer shall prepare and submit the following minimum drawings for Bank's approval and execution of work. However, such approval from the Bank shall not absolve the contractor from the responsibility of meeting Bank's specifications and requirements and proper functioning of the system.
- i. The drawing indicating the schematic plan for the entire equipments.
 - ii. The drawing indicating the location of various cameras, network switches and other equipments in the building.
 - iii. The drawing showing the area to be covered by individual cameras.
 - iv. Drawing indicating the layout plan of the CCTV Control Room
 - v. Drawing for the cabling schedule
 - vi. Any other drawing as required or advised by the Bank
- 3.7.3 After completion of work, the contractor shall submit as executed layout drawing (prepared on AutoCAD) of the entire system on a CD and three hard copies of the same for records.

3.8 Packing and Despatch: The equipments shall be properly and securely packed in boxes suitable for multiple handling and transportation under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis in the respective Bank's Office Building where work is to be executed.

3.9 Taxes: The prices quoted shall include all taxes, Goods and Service Tax (CGST/SGST/IGST), custom duty, excise duty, octroi, local levies, Value Added Tax (VAT), Service Tax or any other taxes/duties imposed by /State Government/ Local Bodies, charges for insurance etc. If RBI is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), Service Tax under reverse mechanism or any other similar taxes, which is or becomes payable by RBI, the same shall be deducted from the bills of the contractor. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. No claim in respect of changes in any taxes/ duties (e.g. sales tax, sales tax on works contract, octroi etc.) shall be entertained by the Bank.

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

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

3.12 Earnest Money & Security Deposit

3.12.1 All tenderers shall deposit Earnest Money Deposit of **Rs.13,000/-** by a demand draft drawn in

favour of Reserve Bank of India, payable at RBI, Bengaluru, from any Scheduled Bank or NEFT or Bank Guarantee in the approved format ([Annexure- J](#)) acceptable to the Bank. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD of successful bidder will be released after virtual completion of the work & submission of Bank Guarantee of 10% of the contract value as Security as mentioned in clause No. 3.12.3. The EMD of unsuccessful tenderer shall be released on acceptance of the tender.

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

3.13 BG as security deposit for completion period

3.13.1 On award of the work, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure IV towards security deposit for the due fulfillment of the contract. The Bank guarantee towards Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter.

3.13.2 This Bank Guarantee towards security deposit shall be valid for the contract completion period and in case of delay, shall be extended up to the date of virtual completion.

3.14 Bank Guarantee towards defect liability period and committed CAMC period

After completion of the work, the tenderer shall furnish an amount equal to 20% (twenty percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure IV](#) towards **security deposit** for the due fulfillment of the terms and obligations of the DLP and CAMC contract. The Bank guarantee of 10% of contract value submitted towards security deposit for completion period furnished as per clause 12.11 will be returned thereafter. **This BG for 20% of contract value should be initially valid for a period of FIVE(5) years i.e.** (one year DLP plus four years CAMC).

a. After Completion of five years (one year DLP and four years AMC), the Bank Guarantee submitted above shall be further extended for a reduced amount equal to **10%(ten percent)** of the contract value for due fulfillment of the contract conditions for a further period of three(3) years thereafter. The Bank reserve the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of Eight (8) years (One year DLP and 7 years AMC).

b. All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, defect liability and AMC period may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts within ten days of issue of demand notice by the Bank.

3.15 Lowest Tender Not Necessarily To Be Accepted

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

3.15.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his

submission of tenders, even though the Bank may elect to modify or withdraw the tender.

3.16 Right to Accept Part Tender: The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

3.17 Evaluation of Tender

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of annual maintenance charges (AMC) for 7 years. Tenders will, therefore, be evaluated based on the total owning cost (TCO) for 8 years which will be arrived at as under:

$$\begin{aligned} \text{TCO} &= \text{Quoted capital cost} + \text{NPV of service contract charges for 7 years.} \\ &= \text{Quoted capital cost} + \text{AMC} \times \text{Multiplying Factor (MF)} \quad (\text{MF} = 5.6868) \end{aligned}$$

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 AMC contract	7 years
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of service

3.17.2 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

3.17.3 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.17.4 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.17.5 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 8 years subject only to escalation formulae indicated in the tender

3.18 Signing of Tender document and Contract Agreement

The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, General Conditions of Contract and Technical Specifications, schedule of Quantities enclosed with the tender documents, the rates quoted and the subsequent correspondence exchanged

between the Bank and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.

- i. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable.
- ii. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- iii. 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 with the respective office of the Bank where the work is to be executed in accordance with the draft agreement given in the tender document**. The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.
- iv. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

3.19 Import License

The Tenderer shall obtain and maintain the necessary import license for importing equipments/ components accessories into India from the competent authorities, if required. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer. Failure to obtain and maintain import licence shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, **the tenderer shall restore them immediately without any delay**. If the tenderer fails to restore the import license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard, the decision of the Bank shall be final and binding.

3.20 Inspection of materials/work at site

3.20.1 The Bank's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work.

3.20.2 The Bank's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and Bank's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer.

3.20.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after installation and commissioning at the designated place.

3.20.4 The Bank's Engineer shall have the power-

- i. To reject any equipment or parts submitted, as not being in accordance with the specification;
- ii. 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

- iii. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.21 Consequence of rejection: If on the equipment or a 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 all the cost on this account, on such replacement without being entitled to any extra payments on that account; or
- ii. Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii. Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provisions of delivery clause apply as far as applicable.

3.21.1 Bank's Engineer's 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.

3.22 Completion Period, Liquidated damages, Acceptance Test and Project Management

19.0 Time allowed for carrying out the work is **8 weeks**, as mentioned in the Memorandum, which shall be strictly observed by the Contractor and it shall be reckoned from the 10th day **from the date of award of work**. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence. **If** the contractor fails to complete the work within the specified period, he shall be liable **for** liquidated damages **@ 0.25% of the contract value** per week of delay subject to a maximum of 10% of the contract value as defined in "Appendix herein before referred to" of the contract.

3.23 Acceptance Test:

- i. The Acceptance Test shall be carried out jointly by the representatives of the RBI and the Bidder, after the IPCCTV system is configured and operationalized at the Site.
- ii. A comprehensive "Acceptance Test Plan" document, containing various aspects of the 'Acceptance Test' to demonstrate all the features of the IPCCTV System as envisaged in this tender document and claimed by the bidder shall be held accordingly. The Acceptance Test shall be deemed to be complete only on the issuance of the 'Acceptance Certificate' by the Bank to the tenderer.
- iii. Without limiting the scope of the Acceptance Test, the Acceptance Test shall **cover the following tests**, to be carried out in this connection. On evaluation of the Acceptance Test results and if required in view of the performance of the IPCCTV system , as observed during the Acceptance Test, the Vendor shall provide necessary solution at his own cost thereof, to ensure the performance of the IPCCTV system is meeting the requirement, as envisaged in this document.
 - a. Testing of redundancy of Layer 3 Switch
 - b. Testing of redundancy of uplinks between L2 and L 3 Switch
 - c. Testing of redundancy of Management Server
 - d. Testing of redundancy of Recording Server
 - e. Testing of hard disc failure in Raid6 Configuration of storage
 - f. Testing of Usable capacity of Storage

- g. Testing of video analytics
 - h. Check PTZ controls of PTZ camera
 - i. Check recording, playback & other various features randomly
 - j. Check recording FRAME RATE
 - k. Check all software server & client has been installed correctly & running without any bug/error
 - l. Testing of the functionality of the VMS features including Recording, retrieval of footages etc.
- iv. The solution provided by the Bidder meet the technical and other specifications of the IPCCTV system, as envisaged in this document.
 - v. The Bidder shall demonstrate the capabilities and perform complete testing of equipment, features, configuration of all the equipments.

3.24 Project Management

3.24.1 During the execution, the tenderer shall assign an experienced engineer at site, suitably empowered to take independent decisions, who will act as the **project manager for the office** where the work is executed. The project Manager shall be provided with required complement of engineers/technicians including those from OEMs who will ensure completion of the work within the scheduled completion period. The Bank's engineer will interact directly with the project manager for issues regarding the work. The tenderer shall also submit the details of the escalation matrix with designation of the officials and contact details(phone/mobile/Email Id etc.) to whom the issues can be addressed by the Bank's engineer.

The Project Manager should have experience in setting up large size IPCCTV systems, similar to this project.

- i. The Project Manager will track and control the project delivery, daily/weekly reports are to be submitted to the Bank's engineer.
- ii. He should conduct weekly review will all the vendors involved in the execution phase; this review meeting will be governed by the Bank
- iii. The Bidder should give an elaborate Project Management template covering each of the activities and the implementation schedule

3.24.2 The contractor shall submit a Bar Chart/PERT Chart within 15 days of the award of work for completion of the work within the contractual completion period from the tenth day of letter of award of work. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

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

3.25 Insurance

3.25.1 The contractor shall take the following insurance policies for the work in the joint names of the Bank and the contractor (Bank's name being first) for the full contract value. The duration of the policies shall be **from the schedule date of start of work till virtual completion of work**.

- i. Storage, installation, testing and commissioning policy.
- ii. Workmen compensation policy for the employees of the contractor at site.
- iii. Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs.2 lakh per accident.

3.25.2 If the above policies are not submitted by the contractor, the Bank reserves the right to take the above insurance policies and recover the cost of insurance alongwith the administrative charges from

the contractor.

3.26 Warranty/defect liability period and All Inclusive Comprehensive Maintenance Contract

The entire IP CCTV system of shall be warranted for **12 months** from the date of virtual completion of the work in the respective office which will be considered as defect liability period. The quoted rate shall include for all the cost for maintaining the CCTV system during defect liability period.

3.27 All inclusive comprehensive Annual Maintenance Contract (CAMC)

The tenderer shall quote their rates in rupees per annum for all inclusive Comprehensive Maintenance Contract inclusive of the cost for spares, transport, insurance, handling, etc. applicable after expiry of defect liability period of 12 months. These rates shall remain firm for the first year of CAMC. RBI should be able to log calls 24X7 during the warranty and CAMC period. Accordingly an escalation matrix of the bidder should be submitted.

Renewal of Rate of CAMC: Renewal amount of comprehensive AMC for next 6 years after defect liability period and 1st year of AMC shall be worked out as per the following formula:

$$AC = \frac{AP}{100} \left(15 + 70 \times \frac{EPC}{EPP} + 15 \times \frac{WIC}{WIP} \right)$$

- AC = The contract amount for the current year.
- AP = The contract amount for the previous year.
- EP C = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.
- EP P = Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.
- WI C = Consumer Price Index for industrial workers (respective location of installation city) 6 months prior to commencement date of contract for the current year.
- WI P = Consumer Price Index for industrial workers respective location of installation city) 6 months prior to commencement date of contract for the previous year.

3.28 Scope of work during Defect Liability Period and Comprehensive Annual Maintenance Contract period

3.28.1 The scope of work shall include the following:

- i. Comprehensive maintenance of the Total IPCCTV system provided under the scope of works includes all cameras, servers, monitors, network switches, storage devices, cables of all types and all hardware and software etc.
- ii. The bidder will have to provide at no additional cost to the Bank all software updates, releases, Version upgrades, New Versions etc. as and when required for smooth functioning of the system..
- iii. The selected Bidder shall provide preventive maintenance at **least once per month**.
- iv. The system shall be maintained by the system integrator for a minimum period of 8 years from the date of handing over at the rate quoted (subjected to rate escalation only as per formula given in the tender) and terms and conditions of the tender.
- v. 24x7 support should be made available by the bidder for all the equipments.
- vi. The system shall be serviced regularly and maintained in proper working condition round the clock. The servicing shall include cleaning of the system, cameras, Lens proper adjustments and setting of cameras and their field of view, software up gradation etc.

- vii. The scope of work shall also include all the labour, tools etc. **for relocation/shifting of any camera** from one place to another within the Bank's Premises as per Bank's requirements and instructions. For such relocation or shifting, if additional cable/item is required, the cost of the additional cable/item only shall be paid as per the rates quoted by the firm in the tender after applying necessary escalation as per the escalation formula for CAMC in the tender and no other cost shall be paid. For ascertaining the reasonability of the rates so arrived, current market cost of same/similar item will be submitted by the tenderer and lesser of the two rates will apply.
- viii. The additional requirement of the equipments during the DLP and CAMC shall be met by procuring the equipments from the system integrator based on the quotes rates and variations on the exchange rate, prices indices etc. In case the rates so offered are not found acceptable by the Bank due to any reason, the Bank may procure the same directly from the market and the same shall be handed over to the system integrator alongwith all the warranty documents etc. for installation, testing and commissioning, The system integrator will be paid 5% of the cost of procured material.
- ix. The items so installed will be an integral part of the IPCCTV system and the system integrator shall maintain alongwith entire IPCCTV system. After installation, these items shall remain under warranty for one year from their installation and thereafter shall be covered under CAMC. During first year CAMC, the CAMC charges for these items will be paid to the system integrator on pro rata basis (based on the cost of such additional installation) at rate the quoted by the system integrator in their tender.

Example:

Capital Cost of IPCCTV system	: Say Rs.10,00,000/- CAMC Charges
quoted by the firm in their tender	: Say Rs. 60,000/- Cost of Additional
installation	: Say Rs.1,00,000/- The pro rata CAMC
Charges for additional hardware : Rs.6,000/-	

- x. The CAMC charges will be revised for further years as per the renewal formula in the tender.
- xi. The rates quoted should include for repair/replacement of the equipment in case it develops any defect including re-loading software etc.. In case of any defect in the camera, switch, Storage system, Hard disk, server, monitor or any other equipment etc, the same shall be repaired within specified period including replacement of spares/ components/ sub-system/ cards and any other component, part or whole, which may need replacement/ repairs. In case the repair is not possible due to any reason what so ever, then the defective item/equipment shall be replaced with the new equipment without any additional cost to the Bank. During such period of repairs or replacement, the contractor shall provide similar standby/spare equipment temporarily for keeping the system in proper working condition.
- xii. The contractor shall keep the sufficient stock of the spares at site as well as at their service centre as required for proper functioning of the system. Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service. After use of any such spare unit/cards etc, the same shall be replenished at the earliest.
- xiii. The scope of maintenance in addition to preventive maintenance will also include attending to any number of breakdown calls.
- xiv. Senior representative of the contractor shall make inspection of the working of the entire system **at least once a month** or earlier, if required, to ensure proper functioning of the system.

3.28.2 Software upgrades and Renewal of Licences to be provided.

The tenderer shall have to provide all software (IOS) updates, releases, Version upgrades, New Versions etc. of all the Application Software and Custom Software included in the Products including renewal of all licences provided. The tenderer will also undertake to carry out implementation /

operationalisation / customisation of such software updates, releases, Version upgrades, New Versions etc. The maintenance contract shall also require that the tenderer to maintain all supplied documentation in such a state as to correctly reflect the state of the Products at any point in time. Accordingly the tenderer should include in his quoted cost the following:

- i. The rate shall include for providing required software upgrades released by the OEM and the same should be provided.
- ii. The rate shall include the cost of renewal of licenses for **all the softwares provided by the tenderer** for the entire system and for all the users and such renewal should be done well in time.

3.28.3 Routine maintenance

Routine maintenance shall also be carried out during the DLP and AMC in accordance with the Bank's requirements. All performance checks including cleaning of cameras, lenses and all other equipment should be undertaken and recorded in the system log book.

- i. As a minimum, the following performance checks must be undertaken on each maintenance visit.
- ii. Remove dust and dirt from the camera enclosures (Inside & outside) exterior using a soft brush or a lint cloth. A solvent which is harmless to the finishes of metal and plastic may be applied to more stubborn stains.
- iii. Examine the exterior of the enclosure for any signs of damage or loose cable glands and rectify any faults found.
- iv. Remove any dust or dirt from the interior of the camera & DVR using a soft brush or a vacuum cleaner.
- v. Examine the printed circuit boards for signs of over-heating, dry joints and/or damaged tracks

3.28.4 Penalty for delay in service during defect liability (DLP) and CAMC period: During the DLP and the currency of the Comprehensive Annual Maintenance Service Contract, all care shall be taken so that the downtime of the system is kept minimum and in any case, not more than the allowed time for attending to repairs as under:

- i. Any defects in any of the cameras shall be repaired **within 24 hours** from the time of reporting complaint in writing (complaints through SMS, e- mails, fax etc. shall also be treated as complaints in writing).
- ii. Any defects in any of the servers, switches, routers etc., leading to complete breakdown of the system, shall be repaired **within 8 working** hours from the time of reporting complaint in writing (complaints through SMS, e-mails, fax etc. shall also be treated as complaints in writing).
- iii. Any defects/ problems associated with the software shall be attended to immediately, but **not later than 4 hours** from the time of the problem being noticed/ reported.

3.28.5 If the down time exceeds the above mentioned period **during defect liability period and CAMC period**, penal recovery shall be made from any payments due to the contractor at the following rates subject to **maximum of 40 % of the of the prevailing CAMC cost**:

- i. **Non-functional cameras** – @ Rs 200/- per camera per day beyond the authorised maintenance period
- ii. Non-functional server/switch leading to **entire system failure** - @ Rs 1000/- per day beyond the authorised maintenance period

Note: Notwithstanding the above penal provisions, in addition to the penalty, the Bank reserves the right to encash the BG submitted for the due fulfillment of the terms and obligations the DLP and CAMC contract.

3.28.6 Terms of payment during Comprehensive AMC

The payment towards CAMC charges will be made at the **end of every quarter** after

satisfactory completion of the service and on production of bill for the said period along with relevant service sheets, print outs/ details of the down time of various cameras/ components etc.

3.28.9 Terms of Payment for the work

The following terms of payment shall be applicable. No variation in the terms of payment will be acceptable. Further, as per Indian laws, income tax, works contract tax/VAT, Service tax etc as applicable shall be deducted at source from the bills and a certificate for the same will be issued to the contractor.

- A. 60% of the quoted rate on pro rata basis against delivery of material** at site and submission of the following documents subject to all statutory deductions:
- i. Bank Guarantee towards Security Deposit (Annexure IV)
 - ii. OEM Test Certificates along with a letter from respective OEMs authenticating the details of the equipments delivered to the Bank.
 - iii. Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the IP CCTV system have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing, they will be supplied without any additional charge to the Bank.
 - iv. Policies of insurance as per tender conditions
- B. 40% of the quoted rate against installation, testing and commissioning and handing over the system to the Bank and Bank Guarantee towards defect liability period and committed CAMC period as per para 3.14.**

3.28.10 Others Issues

1. The contractor may note that all the work shall be carried out strictly in accordance with the **specifications** made by the Bank and also in compliance of the requirement of the local public authorities and any other Acts/Rules/Regulations and no deviation on any account will be permitted.

2. The contractor shall furnish an **undertaking from the OEMs of various equipments/ systems as per the enclosed proforma (Annexure V)** that they will provide the necessary spares and maintenance support etc. to maintain the entire system satisfactorily for a minimum period of 7 years from the date of expiry of the defect liability period.

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

4. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.

5. Since the work is to be executed in the security area and vaults etc, there shall be restricted entry of the workers for limited period only. Further, the entire work has to be done in coordination with other departments of the Bank. Therefore, the tenderers are advised to take into account this aspect while quoting the rates.

6. Schedule of Quantities in respect of each work:

The Schedule of Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. The payment shall be made based on measurement of finished items of work only. Any extra material left after completion of work shall not be paid.

7. 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 Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

8. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

9. A brief specification and design data has been provided in the subsequent section. It is not to be accepted as final by any means.

10. The successful tenderer must co-operate with other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

3.28.11 The work has to be carried out in an occupied office Building which may restrict the availability of work fronts during working hours. The tenderers are therefore advised to plan for execution of work beyond Bank's normal working hours and full day working on hours during the Saturdays/Sundays/Bank's holidays subject to availability of site. The above aspect may be kept in mind while submitting the tenders.

3.29 Minimum wages to the workman: The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

3.29 Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

3.30 Force Majeure conditions (applicable during the currency of the completion period and subsequent committed DLP and CAMC period)

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

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

Witness

Signature of tenderer

Address

Address

Date

Date

Section IV
Safety Code
GENERAL SAFETY

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a Building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand- gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipments 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. Passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. 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.
- xv. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

**PLACE:
DATE:**

SIGNATURE AND SEAL OF THE CONTRACTOR

Section V

The Conditions Hereinbefore Referred To

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

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

5.1 Scope of Contract

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

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

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

For the purpose of entering day to day instructions by the employer, the, a "**Site instruction Book**" shall be maintained in which the instructions shall be entered by the employer. Instructions to the contractor shall be issued through Bank's engineer/ engineer-in-charge. Scope of contract includes, but is not limited to, the following:

- i. The coordination, scheduling and management of work of component suppliers and subcontractors.
- ii. Provide equipment as specified in the technical specifications.

5.2 Contractor's Duties: Contractor's duties include the following:

- i. Provide and pay for labour, materials and equipment, tools and other facilities and services necessary for the proper execution and completion of the specified works.
- ii. Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- iii. Give required notices.
- iv. Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- v. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

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

5.4 Drawings, Schedule Of Quantities & Agreement: The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. The contractor shall pay the

applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

5.5 Work sequence: The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 6 (SIX) Months as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed project schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

5.6 Contractor's use of Estate: The site of the work is an occupied office Building. Contractor's use of Estate shall be subject to following:-

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- Do not unreasonably encumber the site with materials or equipment.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of Building or the operations of other trades.
- Obtain and pay for use of additional storage or work areas needed for operations.

5.7 Contractor to provide everything necessary at his cost: The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred 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 same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

5.8 No disruption to normal office functions:

- i. This project is to be executed in an occupied office Building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into Building, and maintenance of neat and orderly conditions in and around work areas inside and outside of Building. Packaging, scrap materials and demolition debris shall be promptly removed from the Building and site on a daily basis.
- ii. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to Building occupants, said works shall be performed during hours as the Employer dictates. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender.
- iii. The Contractor shall keep noise levels below 75 dB during normal Building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

5.9 Protection of Work and Property: The Contractor shall take due care for protection of the work and Employer's property.

5.10 Authorities, Notices and Patents

- i. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 thereof.
- ii. The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
- iii. The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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

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

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

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

5.15 Access to Works:The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for 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.

5.16 Assistant Manager (Tech)/Manager (Tech): The term “Assistant Manager (Tech)/Manager (Tech)” shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager(Tech)/Manager(Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer. The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

5.17 Assignments and Sub-letting

- i. 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.
- ii. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

5.18 Schedule of Quantities: The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 26 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor’s Schedule of Rates.

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

5.20 Measurement of Works: The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the

Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager(Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

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

5.21 Prices for extra etc. ascertainment of: The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- i. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- ii. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- iii. The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- iv. Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- v. Where extra work can not be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

5.22 Unfixed materials when taken into account to be the property of the Employer: Where in any Certificate (of which the Contractor has received full payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials. However, if it is observed that the material brought at site and paid for the same is not going to be used at site or is in excess and the contractor shall take the same back on the advice of the Bank and cost already paid for the same shall be adjusted in the payments due to the contractor.

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

5.24 Defects after virtual completion: Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

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

5.26 Nominated Sub-Contractor: All Specialists, Merchants, Tradesman and others executing any work of 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 Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein

referred to as nominated Sub-Contractors.

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

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

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

5.28 Insurance in respect of damage to person and property: The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia, any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the Building and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the Building and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

5.28.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of 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. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ 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 expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work. **The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.**

5.28.3 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, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for Building or repairing of the materials or goods destroyed or damaged.

5.28.4 The contractor, in case of re-Building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

5.28.5 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

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

5.30 Damages for Non-completion: If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 37 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named 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. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

5.31 Delay And Extension of Time: If in the opinion of the Employer, the works be delayed

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

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

5.32 Failure by Contractor to comply with Employer's instructions: If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work

whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor, Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (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 materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the 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 Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to

do so within a period of 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 realised. The Employer 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 expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall 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 decision of the Employer shall be final and conclusive between the parties.

5.34 Termination of Contract by Contractor: 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 shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. 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 26 hereof.

5.35 Certificates and Payments

5.35.1 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Employer's engineer on account of the works executed, work to the approximate value named in the Appendix as "**Value of work for Interim Certificates**" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Employer's engineer. **The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period"** in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have 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.

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

5.35.3 The Employer may by any Certificate make any correction in any previous certificate which

shall have been issued by him.

5.35.4 Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

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

5.37 Matters to be finally determined by Employer: The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,16,21,28,39, 41 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 Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

5.38 Settlement of dispute by Arbitration:

5.38.1 All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party 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.

5.38.2 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.

5.38.3 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.

5.38.4 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 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.

The venue of arbitration shall be the centre/city in which the work is being executed.

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

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

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

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

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

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

5.44 Accident Reports: In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

5.45 Marginal Notes: The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

5.46 Progress Of Work: Upon award, the Contractor shall **submit** completion schedule including equipment delivery **and** details of all the important activities involved. The contractor shall also inform the Bank in writing the details of the project team and the project manager (names, personal details, qualifications etc.) who will be responsible for planning/ execution of the work.

- i. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.
- ii. The contractor shall also submit the various drawing as mentioned in the tender.

5.47 The Sexual Harassment of women at work place:

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.

a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

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

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, 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.

5.48 NON-DISCLOSURE and Indemnity CLAUSE during the execution of work, DLP and CAMC period

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments 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.

Place :

Date :

Seal and Signature of Tenderer

Section (VI) - Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 29 of the section " Conditions Hereinafter Referred To ".
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th day from the date of letter of award of work.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the contact value per week of delay subject to a maximum of 10% of the contract value as per Clause 36 of the section " Conditions Hereinafter Referred To ".
6.	Value of works for interim certificates	As per the payment terms and conditions
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Signature of the contractor with date and stamp

Section - VII Technical Specifications

7.1 Scope of Work

The extent of the work shown and specified hereunder is defined to include all labor, materials, equipment, and supervision required for supply, installation, testing and commissioning of the IP CCTV System as defined.

7.2 The contractor shall execute the whole & every part of the work in the most substantial manner and both as regard to materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm the execution of work exactly, fully and faithfully to designs, drawings & instructions in writing in respect of the work assigned by the Bank's Engineer.

7.3 Testing of equipment/system: Test certificates for all the tests specified for the factory-built component parts of the CCTV system shall be submitted by the Bidder along with the bid.

7.4 Testing at site after completion of installation:

On completion of the installation, the tenderer shall conduct a system acceptance test. The tenderer shall propose a detail system acceptance test plan, which shall be jointly reviewed by RBI and the tenderer.

7.5 Acceptance of system: after completion of the system performance tests a joint acceptance inspection shall be carried out by Bank's Engineer and the representative of the contractor. The purpose of this inspection shall be to determine that the system has been furnished and installed as specified. If the system is not acceptable for reasons of non-compliance to the drawings and specifications, the contractor shall make immediate corrections within the construction schedule. A final acceptance inspection shall be done to determine all corrections have been made.

7.6 TRAINING

The contractor shall include in his tender cost of training of Bank's technical staff, security officers, Assistant Care Taker, Security Guards. Initial training of operating and maintenance personnel shall be provided at site to ensure competence in the operation and maintenance of the system provided. The training programme shall include but not limited to the following elements:

A: OPERATING TRAINING

- i) System description including electrical, electronic and mechanical sub-system and their functions.
- ii) System operating procedures.
- iii) System operating characteristics.
- iv) System limitations.
- v) On-site system operation.

B) MAINTENANCE TRAINING

- i) System description including electrical, electronic and mechanical sub-systems and their functions.
- ii) System and component trouble-shooting.
- iii) On-site inspection, operation and maintenance'
- iv) Schedule of maintenance, safety checks and procedures.

7.7 DETAILED SPECIFICATIONS

IP CCTV System shall consist required number of Network video recorder with HDD disk, IP Cameras, Ethernet Ports, LED Monitor, LED TV, Cat 6 cable, PS System, Mounting Rack, Camera Mounting Pole, Conduit Pipe with related civil works etc. installation, testing and commissioning.

1. Network Video Recorder:

Video/Audio input	IP Video Input	16-ch
	Incoming bandwidth	160 Mbps
	Outgoing	160 Mbps

	bandwidth	
Video/Audio output	HDMI output resolution	
	VGA output resolution	
	Audio output	
Decoding	Decoding format	H.265/H.265+/H.264/H.264+/MPEG4
	Recording resolution	8MP/6MP/5MP/4MP/3MP/1080p/UXGA/720p/VGA/4CIF / DCIF/2CIF/CIF/QCIF
	Synchronous playback	16-ch
	Capability	2-ch@4k,or 8-ch@1080p
Network management	Network protocols	TCP/IP,DHCP,HIKCloud P2P,DNS,DDNS,NTP,SADP,SMTP,NFS, iSCSI,UPnP, HTTPS
Hard disk	SATA	2 SATA interfaces
	Capacity	Up to 6TB capacity for each HDD
External interface	Network interface	1 RJ-45 10/100/1000Mbps self-adaptive Ethernet interface
	USB interface	Front panel: 1xusb 2.0; Rear panel: 1 x USB 3.0
	Alarm in/out	4/1
POE interface	Interface	4, RJ 45 10/100 Mbps self-adaptive Ethernet interface
	Power	< 200 W
	Supported Standard	IEEE 802.3 af/at
General	Power supply	100 to 240 VAC
	Power	< 200 W
	Consumption (without hard disk)	< 15 W (without enabling PoE)
	Working temperature	-10 to +55 degree C (14 to 131* F)
	Working humidity	10 to 90%
	Chassis	385 mm chassis
	Dimensions	

	(W xDxH)	
	Weight (without hard disk)	

The following shall be provided in 16 network Interfaces with PoE function

SI.No	Description	SI.No	Description
1	AUDIO IN	7	USB 3.0 interface
2	AUDIO OUT	8	GND
3	VGA interface	9	100 TO 240 V AC supply
4	HDMI interface	10	Power Switch
5	Controller Port, Alarm In/Alarm Out	11	Network Interfaces with PoE function
6	LAN Network interface		

2. IP Camera:

Camera	
Image Sensor	½.5” Progressive Scan CMOS
Min. illumination	Color: 0.008 lux @(F1.2,AGC ON),0.014 lux @(F1.6,AGC ON), 0 lux with IR
Shutter Speed	1/3 s to 1/100,000 s
Slow Shutter	Yes
Day & Night	IR Cut Filter
Digital Noise Reduction	3D DNR
WDR	120db
3-Axis Adjustment	Pan:0* to 360*, tilt: 0* to 360*
Lens	
Focal length	4 mm
Aperture	F1.6
Focus	Fixed
FOV	4 mm, horizontal FOV:88*, vertical FOV:46*, diagonal FOV:105*
Lens Mount	M12
IR	
IR Range	Up to 30 m

Wavelength	850nm
Compression Standard	
Video Compression	Main stream: H. 265/H.264 Sub stream: H.265/H.264/MJPEG Third stream:H.265/H.264
H 264 Type	Main Profile/High Profile
H 264+	Main stream supports
H 265 Type	Main Profile
H 265+	Main stream supports
Video Bit Rate	32 Kbps to 16 Mbps
Smart Feature-Set	
Smart Event	
Basic Event	
Linkage Method	
Region of Interest	
Image	
Max. Resolution	2688 x 1520
Main Stream	50 Hz: 25 fps (2688 x 1520, 2304 x 1296, 1920 x 1080, 1280 x 720) 60 Hz:
Sub-Stream	
Third Stream	
Image Enhancement	BLC/3D DNR/HLC
Image Setting	Rotate mode, saturation, brightness, contrast, sharpness, AGC, and white balance adjustable by client software or web browser
Target Cropping	No
SVC	H.264 and H.265 encoding support
Day/Night Switch	Day/Night/Auto/Schedule
Network	
Network Storage	
Protocols	

General Function	
API	ONVIF (PROFILE S, PROFILE G, PROFILE T), ISAPI, SDK, Ehome
Security	
Simultaneous Live View	Up to 6 channels
User/Host	Up to 32 users 3 levels: Administrator, Operator and User
Client	
Web Browser	Plug-in required live view: IE8+ Plug-in free live view: Chrome 57.0+, Firefox 52.0+, Safari 11+ Local Service: Chrome 41.0+, Firefox 30.0+
Interface	
Video Output	No
Communication interface	1 RJ45 10M self adaptive Ethernet port
On-board storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Reset Button	Yes
General	
Operating Conditions	-30°C to +60°C, humidity 95% or less (non-condensing)
Web Client Language	English
Power Supply	12V DC +or -25%, O 5.5 mm coaxial plug power PoE(802.3af, class 3)
Power Consumption and Current	12V DC, 0.5A, max. 5.5W PoE(802.3af, 36V to 57V), 0.2A to 0.1A, max. 7W
Protection Level	IP67
Material	Metal

3. Earthnet Ports with PoE

Auto Disable	Automatically disables the port in case port current is over 350 mA
Active Circuit Protection	Automatically disables the port in case of is a short
PoE Pinouts	Pins 1,2,3 and 6 of Cat 6 cable

Siftware	As required to the equipment
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4.LED Monitor and Television:

LED Monitor	As per manufacturer recommendations
LED TV	As per manufacturer recommendations

5. UPS System:

Capacity	2 KVA
Phase	Single Phase with Ground
DC Voltage	72 Volts
Frequency	40 – 70 Hz
Input Voltage	(Load <50%): 118-295 V (+or- 5V) (Load >50%): 160-295 V (+or- 5V)
Power Factor	0.99
Power	1800 Watts
Battery Voltage	72 V
Batteries type	SEALED Maintenance Free
Battery Backup Period on full load	30 Minits
Cabinet for UPS& Battery	Required
Frequency Range (Synchronized Range)	47-53 Hz or 57-63 Hz
Frequency Range (Battery Mode)	50 Hz +or- 0.1 Hz or 60 Hz+or-0.1Hz
Charge Current	
Crest Factor	3:1 (Max)
Waveform	Pure Sine wave
Communication Interface	RS232 SNMP
Noise Level	Less than 50 Db A (with Fan speed control)
Indication	LED/LCD display
UPS over load/UPS Short-Circuit	110%/300%
Features	
Wide input Voltage Range	
Advanced PFC Technology	
Advanced Battery Management	
Automatic Battery Charging in UPS Off Mode	
Short Circuit and Overload Protection	
Smart RS232 Communication with monitoring software	
Over Temperature Protection	

EMI/RFI Noise Filter
Suitable for Indian Power and Environment Conditions
Generator Compatible (Supplying Sine Wave Voltage)

6. Cat 6 UTP armoured cable:

As per manufacturers recommendations.

7. Camera Mounting Pole:

Size	10.0 feet 40 mm dia
Material	GI and heavy duty

8. PVC Conduit:

As per manufacturers recommendations.

Date: -
Place:-

Seal and Signature of Bidder

Section VIII
Check List - Commercial Conditions

**Design, Supply, installation, testing and commissioning of IP CCTV Surveillance system in
Bank's Staff Quarters at RPC Layout, Bengaluru**

Sr No	Description	Bank's Terms	Tenderers terms and Acceptance of Bank's terms
1.	Validity	90 days from the date of opening of Part-I of the tender	
2.	EMD	As per Memorandum	
3.	Terms of payment	As per clause 22 of General Instructions to Tenderers of the tender	
4.	Prices	Firm, inclusive of all taxes, duties, insurance, levies during the contract period.	
5.	Completion period	Eight weeks from 10 th day of letter of award of work	
6.	Liquidated damages	Liquidated damages @ 0.25% of the contract value per week of delay subject to a maximum of 10% of the contract value	
7.	Defect Liability Period	12 months from the date of handing over	
8.	Service after sales	Defect Liability Period of 12 months and then under comprehensive AMC for the remaining 7 years.	
9.	Terms, Conditions and payment during CAMC	Confirm that the terms, conditions and payment for the CAMC and conditions for renewal of CAMC as per the tender provision are acceptable.	
10.	Time allowed for rectification	Maximum 8 Hours/24 hours depending upon the type of defect as per tender clause	
11.	Penalty for delay in providing service	1. Non-functional cameras – @ Rs 200/- per camera per day or part thereof beyond the authorised maintenance period 2. Non-functional server/ switch leading to entire system failure - @ Rs 1000/- per day or part thereof beyond the authorized maintenance period	
13.	Committed period for system maintenance	At least 8 years from the date of handing over of the installation.	

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 Tenderer

Details of Service Setup in Bengaluru

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Details of Escalation Matrix with designation, contact numbers etc.	

Place :

Date :

Signature of Tenderer

List of Approved makes

SI.No	Equipment	Approved Make
1.	Network Video Recorder	Hikvision/CP plus/Honeywell
2.	IP CCTV cameras	Hikvision/CP plus/ Honeywell/ Axis/ Bosch/Panasonic/Mobotix/Sony
3.	Earthnet Ports(PoE)	D-Link/TP Link/Net Gear
4.	LED Monitor	DELL/HP/IBM
5.	LED TV	Panasonic/Samsung/Sony
6.	UTP Cat 6 Armoured cable	Polycab/Finolex/Tyco/Molex/Systemax/D-Link
7.	UPS System	Microtek/APC
8.	Rigid PVC conduit	Precision/AKG

ANNEXURE- 'A'

A. SCHEDULE OF TECHNICAL INFORMATION

Sl.No	Description	Bank's Requirement	To be filled by the contractor
1	Network video recorder	As per Bank's technical specifications	
	Make	As per the list of makes approved	
	Model	-	
2	IP Camera		
	Make		
	Model		
3	Ethernet Ports,4with PoE		
	Make		
	Model		
4	LCD Monitor		
	Make		
	Model		
5	LED TV		
	Make		
	Model		
6	UPS System		
	Make		
	Model		
7	Cat 6 Armoured Cable		
	Make		
8	Heavy Duty PVC Conduit		
	Make		
9	40mm dia GI Pipe		
	Make		

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

ANNEXURE- 'B'

Format for undertaking for product & maintenance support

(To be submitted by the tenderer)

NAME OF WORK: Design, Supply, installation, testing and commissioning of IP CCTV Surveillance system in Bank's Staff Quarters at RPC Layout, Bengaluru

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

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

Thanking You

Yours faithfully,

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

ANNEXURE- "C"

Undertaking

(Undertaking by manufacturer of CCTV equipment regarding the manufacture's obligation to extend uninterrupted after sales service to RBI)

NAME OF WORK: Design, Supply, installation, testing and commissioning of IP CCTV Surveillance system in Bank's Staff Quarters at RPC Layout, Bengaluru

We, the manufacturer of IP CCTV System undertakes to provide continued after sales service including but not restricted to the following services.

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of water Heaters.
- ii) To assist RBI in investigation of failure/malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the Water Heaters subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of Water Heaters.
- iv) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the Water Heaters.
- v) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.
 - a) To place on record the performance of firm either in the RBI Web Site or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.
 - c) Restrict the firm's participation in further tendering in RBI

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

Note: This undertaking shall be furnished by the manufacturer of CCTV Equipment.

ANNEXURE 'D'

DECLARATION OF COUNTRY OF ORIGIN

(To be furnished by the tenderer)

NAME OF WORK: Design, Supply, installation, testing and commissioning of IP CCTV Surveillance system in Bank's Staff Quarters at RPC Layout, Bengaluru

This is to certify that

a) The CCTV system equipment offered are new:

b) The equipment will be manufactured, assembled and offered for inspection before dispatch the works/factory of _____ (*address in India*)

Therefore, Country of Origin of CCTV Equipment shall be _
_____.

Date: _____

(Name of the Company with address and Company
Seal)

ANNEXURE – ‘E’

Factory Acceptance Test

IP CCTV System: The system shall be tested at the factory as per the manufacturers testing procedures:

Furnish the testing procedure of CCTV System

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

(Name of the Company with address and Company Seal)

Annex –“F”

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

Note: All columns should be filled in properly countersigned.

Annex - G

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2019-2020, 2018-19, 2017-2018
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost **Rs.6.50 Lakhs**.

(Signature)

For the Bank

Note:

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

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

Annexure - H

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the **Design, Supply, Installation, Testing and Commissioning of IP CCTV System in Bank's Staff Quarters at RPC Layout, Bengaluru** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder
Name/(s)

Stamp/Seal of the Bidder

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

Annexure "I"

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, a Corporation Constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahada Bhagwat Singh Road, and Bengaluru 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 **Design, Supply, Installation, Testing and Commissioning of IP CCTV System in Bank's Staff Quarters at RPC Layout, Bengaluru** and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said
2. 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.
3. 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.
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 Design, Supply, Installation, Testing and Commissioning of IP CCTV System in Bank's Staff Quarters at RPC Layout, Bangalore
4. **Design, Supply Installation, Testing and Commissioning of IP CCTV system in Bank's Staff Quarters at RPC Layout, Bengaluru.** The Banks' decision in this regard shall be final and binding.
5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
6. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
7. 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.
8. 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.
9. 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.

10. 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.
11. 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

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

Branch Manager
(Banker's seal)

Annexure “J”

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:
Regional Director
Reserve Bank of India
Estate Department Bengaluru

Dear Sir

In consideration of your agreeing to accept the security deposit of INR (INR only) furnish able to you by Messer's _____(hereinafter referred to as “the Contractor”) in terms of their contract with you for **Design, Supply Installation, Testing and Commissioning of IP CCTV system in Bank's Staff Quarters at RPC Layout, Bengaluru** as per their Tender dated and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we_(Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR INR(only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR (INR only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any

variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____(INR _ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said 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 there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

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

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

BRANCH MANAGER (Banker's Seal) Address _____

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

Name of the Institution: Reserve Bank of India, Bengaluru

Address (in full): Reserve Bank of India
Main Office Building,
Bengaluru

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Bengaluru
2	Account Number	8692299
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	Reserve Bank of India, Bangalore
6	Name of the Branch	
7	Address of the Bank	No.10/38, Nrupathunga Road, RBI, Bengaluru- 560001
8	NEFT/IFS Code	NEFT , RBI A/c.No.- 8692299, IFSC Code: RBIS0BGPA01
9	Name of the Account	Estate Department, Reserve Bank of India

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

NOTE :-

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



**Reserve Bank of India
Estate Department
Bengaluru**

PART-II – UN PRICED BILL OF QUANTITY

**Design, Supply Installation, Testing and Commissioning of IP CCTV system in Bank's Staff Quarters
at RPC Layout, Bengaluru**

(RATES SHOULD BE QUOTED EXCLUDING GST)

SI.No	Description of the Item	Qty	Unit
1.0	Supply, Installation, Testing and Commissioning of the following equipment for IP CCTV system as per technical specifications in tender Part -1.		
1.1.	Network Video Recorder NVR 5 Megapixel Turbo HD capable to connect 16 IP Cameras with minimum 30 days storage capacity etc. complete.	01	Each
1.2	IP Camera 4 MP IR Fixed Bullet Network Camera with all mounting accessories etc. complete	09	Each
1.3	04 Port PoE 10/100 Mbps smart switch with all mounting accessories etc. Complete	04	Each
1.4	24" (inch) size LED Monitor with suitable capacity of CPU for controlling, operating and monitoring.	01	Each
1.5	Suitable size of converter with signal booster for the 24" LED monitor.	01	Each
1.6	32" (inch) size LED television set with all fixing accessories complete	01	Each
1.7	2 KVA online UPS system with SMF batteries (30 minutes back up on full load) with all accessories complete	01	Set
2.1	Supply and Installation of suitable size wall mounting rack for Network video recorder with all accessories complete	01	Each
3.1	Supply and Installation of 40 mm dia 10.0 feet length GI pole for mounting of cameras. The work including excavation of earth foundation, finishing all civil works complete	06	Each
4.1	Supply, laying and testing of Cat -6 Armored cable to be laid in excavated trench, PVC conduit etc. complete	1200	Mtr
5.1	Supply and Laying of 25 mm dia heavy duty 2mm wall thick PVC conduit with all accessories viz coupling, bend, JBs etc. in surface manner on walls, ceiling, columns etc. with suitable size of heavy duty GI saddles fixing at an interval of 500 mm complete.	250	Mtrs

6.1	Excavation of trench in soft, hard earth area at the size of 300 mm width and 450 mm depth, providing of sand cushion, brick protection, refilling of earth after laying of cable, setting of excavated area complete	250	Mtr
7.1	Carefully removing of paver blocks 300mm width and provide the same in good manner after completion of the cable laying work as directed by the engineer.	250	Mtr
8.1	Cutting of the road at the size of 300mm width and 450 mm depth, refilling of the earth, providing of PCC in road cutting area and finishing in good manner complete with all materials.	40	Mtr
	Total		
9.1	Charges for comprehensive, all inclusive, annual maintenance contract of the above IP CCTV System, UPS System, batteries, cables etc. as per the terms and conditions of the tender. This shall be applicable after Defect Liability Period	one	Annum

Place:

Date:

Seal and Signature of the Contractor



**Reserve Bank of India
Estate Department
Bengaluru**

PART II – Price Bid

Bill of Quantity

Name of work: Design, Supply Installation, Testing and Commissioning of IP CCTV system in Bank's Staff Quarters at RPC Layout, Bengaluru

(* All the rates quoted should be exclusive of GST)

Sl.No	Description of the Item	Qty	Unit	Rate	Amount
1.0	Supply, Installation, Testing and Commissioning of the following equipment for IP CCTV system as per technical specifications in tender Part -1.				
1.1.	Network Video Recorder NVR 5 Megapixel Turbo HD capable to connect 16 IP Cameras with minimum 30 days storage capacity etc. complete.	01	Each		
1.2	IP Camera 4 MP IR Fixed Bullet Network Camera with all mounting accessories etc. complete	09	Each		
1.3	04 Port PoE 10/100 Mbps smart switch with all mounting accessories etc. Complete	04	Each		
1.4	24" (inch) size LED Monitor with suitable capacity of CPU for controlling, operating and monitoring.	01	Each		
1.5	Suitable size of converter with signal booster for the 24" LED monitor.	01	Each		
1.6	32" (inch) size LED television set with all fixing accessories complete	01	Each		
1.7	2 KVA online UPS system with SMF batteries (30 minutes back up on full load) with all accessories complete	01	Set		
2.1	Supply and Installation of suitable size wall mounting rack for Network video recorder with all accessories complete	01	Each		
3.1	Supply and Installation of 40 mm dia 10.0 feet length GI pole for mounting of cameras. The work including excavation of earth foundation, finishing all civil works	06	Each		

	complete				
4.1	Supply, laying and testing of Cat -6 Armored cable to be laid in excavated trench, PVC conduit etc. complete	1200	Mtr		
5.1	Supply and Laying of 25 mm dia heavy duty 2mm wall thick PVC conduit with all accessories viz coupling, bend, JBs etc. in surface manner on walls, ceiling, columns etc. with suitable size of heavy duty GI saddles fixing at an interval of 500 mm complete.	250	Mtrs		
6.1	Excavation of trench in soft, hard earth area at the size of 300 mm width and 450 mm depth, providing of sand cushion, brick protection, refilling of earth after laying of cable, setting of excavated area complete	250	Mtr		
7.1	Carefully removing of paver blocks 300mm width and provide the same in good manner after completion of the cable laying work as directed by the engineer.	250	Mtr		
8.1	Cutting of the road at the size of 300mm width and 450 mm depth, refilling of the earth, providing of PCC in road cutting area and finishing in good manner complete with all materials.	40	Mtr		
	Total				
9.1	Charges for comprehensive, all inclusive, annual maintenance contract of the above IP CCTV System, UPS System, batteries, cables etc. as per the terms and conditions of the tender. This shall be applicable after Defect Liability Period	one	Annum		

Place:

Date:

Seal and Signature of the Contractor