



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
THIRUVANANTHAPURAM**

Tender for Supply of Six Nos. of IPCCTV cameras for Reserve Bank of India Main
Office Building, Thiruvananthapuram

Part I

Name of the tenderer _____

Address _____

Due date of submission of tender: 2.00 PM of February 05, 2021

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Section I

Commercial Terms and Conditions

Form of Tender

Regional Director
Reserve Bank of India
Estate Department
Thiruvananthapuram

Madam/ Dear Sir,

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and conditions of Contract and with such materials as are provided for by us, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building, Thiruvananthapuram
(b)	Estimated cost	:	Rs 2,40,000 inclusive of GST
(c)	Earnest Money	:	Rs. 4,800.00 (Rupees Four Thousand eight hundred only)
(d)	Percentage to be deducted from bills	:	5%, shall be released on production of warranty certificate by OEM.
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	6 weeks

- Should this tender be accepted, we hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable, or in default thereof, to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
- We have deposited a sum of Rs.4800/- as Earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The details of our bankers are

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

We are enclosing herewith the list of our clients with complete details as per the Bank's proforma ([Annexure-A](#)).

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

Section II

General Instructions to Tenderer(s) & Special Conditions Reserve Bank of India

Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building,
Thiruvananthapuram

Part I - Commercial Conditions

Only those contractors who have **minimum 5 years' experience** in the field of undertaking similar works viz Supply, Installation, Testing and Commissioning of IPCCTV system for the Office Buildings/Commercial Premises/Industrial Houses and have, during the last 5 years (works completed on or after January 2016), executed successfully similar works individually costing as under:

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

OR

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

OR

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

AND

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

AND

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

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

- i. Copies of detailed work order indicating scope and value of works.
- ii. Completion certificate for the qualifying works (submitted against qualifying work orders).
- iii. List of completed works with all the details as per the proforma ([Annexure A](#))
- iv. Financial statement (Balance Sheet and P&L statement for turnover for last 3 years certified by a Chartered Accountant
- v. Client Certificate regarding performance of contractors. ([Annexure B](#))
- vi. Banker's Certificate (As per [Annexure - C](#))
- vii. Power of attorney /letter of authorisation for signing of proposal ([Annexure D](#))
- viii. Bank Guarantee in Lieu of Earnest Money Deposit, if applicable ([Annexure E](#))

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

Brief Scope of Work

1. The scope of work shall include the following.

Supply and Delivery of cameras to Bank's site at RBI Main Office Building, Thiruvananthapuram for the IPCCTV system including insurance, packing, handling, transporting, loading/unloading etc. at site.

2. Tenderers are required to submit the details of the major works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
3. A tender submitted by a firm who is found to be not submitting the above details will liable to be rejected.
4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer in separate covers with details written including name, address and contact No of the tenderer and Part II containing prices only. While Part I will be opened on February 05, 2021 at 3 PM, Part II will be opened on a later date, which will be intimated to the tenderers in advance.
5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefor. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. **They are also requested to use the enclosed proforma only (and not to use their own format).**
6. **Earnest Money:-**The tenderers shall pay as Earnest Money a sum of Rs.4,800/- (Rupees Four thousand eight hundred only) by a Demand Draft or Bank Guarantee in a form ([Annexure-E](#)) valid for 6 months, acceptable to the Bank in favour of Reserve Bank of India, Thiruvananthapuram, drawn on a scheduled bank, along with Part I of the tender or through NEFT by 2.00pm on February 05, 2021. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work.
7. **Validity of tender:-**The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
8. The rates quoted shall be inclusive of all duties, transport, packing, forwarding, insurance etc. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.
9. **Completion of work: -** The supply shall be completed within a period of 06 weeks from the 10th day of date of issue of work order.
10. **Damages for non-completion:** If the Contractor fails to supply the cameras within tender specified completion period, the Contractor shall pay the Employer at rate of **0.25 %** of the contract amount per week, for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

11. Warranty/Defect Liability period

The equipment supplied shall be guaranteed against all types of defects for a period of one year from the date of virtual completion. Any defects in the camera (supplied) found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank

12. Part I of the tender shall contain the following
- a) Power of Attorney / authorisation with the seal of the company/firm in the name of the person signing the tender documents.
 - b) List of deviation, if any, in technical specification.
 - c) Detailed specifications of the offered items along with manufacturer's catalogue / product brochure.
 - d) Technical data sheet as given under Section IV shall be filled up giving full information. Other Certificates / Declarations as per Annexures enclosed also to be submitted.
 - e) Duly filled in and signed copies of client's reports (in the attached format, for whom similar works are executed) and Banker's Certificate are to be submitted.
13. The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights and industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
14. All information, correspondence letters shall be addressed to **the Regional Director, Reserve Bank of India, Estate Department, Thiruvananthapuram**
- 15. Terms of payment :-**
- The following terms of payment, subject to statutory deductions, will apply to the contract:
- a. 95% on completion of supply and acceptance of cameras.
 - b. 5% on completion of defect liability period (i.e. one year after virtual date of completion) or on submission of warranty certificate valid for one year issued by the OEM.
16. The payment for the cameras will be made by RBI, Thiruvananthapuram. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Thiruvananthapuram.
17. The contractors shall enter the technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets).
18. The tenderers shall give the names and postal addresses of their bankers,
19. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them in [annexure-A](#).
20. The tenderers are requested to fill in the enclosed proforma ([Appendix-I](#)) on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO", then only they shall list out the deviations proposed by them in the appropriate column
21. **Agreement:** The successful tenderer shall execute an agreement with the Bank, on Kerala Government Stamp paper in the format given in ([Annexure "F"](#)) within 14 days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract

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

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

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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

23. Non-disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the 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.

24. a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.

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

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

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

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

25. The contractor shall ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workers from containment area or under quarantine should not be deployed for work. Further, the contractor should closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found ‘Covid’ infected, action must be taken to replace the staff at once. Staff should be sensitised to follow strict social distancing norms while they remain deployed. The contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of his failure, fault or negligence in complying with the above instructions.

**Section III
APPENDIX I**

Check List

Tender for Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building,
Thiruvananthapuram

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs. 4,800/-	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Completion period	06 weeks from 10th day of letter of award of work.	
7	Liquidated damages	0.25% of the contract amount per week of delay subject to a maximum of 10% of the contract amount.	

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

Seal & Signature of Contractor

Schedule of Commercial Deviations

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

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

Seal & Signature of company

Name

Designation

Place:

Date:

Schedule of Technical Deviations

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

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

Seal & Signature of company

Name

Designation

Place:

Date:

Section – IV

Tender for Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building,
Thiruvananthapuram

Technical Specifications

Scope: Supply of additional IPCCTV indoor box type cameras for 6 locations viz. a) one camera in passage near claims vault b) one camera in the area outside of CVPS grill gate c) one camera in Gold vault d) two cameras in day to day vault and e) one camera at the main entrance lobby covering the X-ray Baggage Scanner. .

The cameras offered must be having the following features and the contractor should indicate it's compliance against each item.

SI No.	Camera Characteristics	Minimum Specifications	Compliance(Yes/No)
1	Image Sensor	1/3" Progressive Scan CCD/CMOS	
2	Lens	Verifocal, the focal length should include range of 3.5 to 9 mm, Manually adjustable. The lens size should be compatible with the size of Image Sensor. The lens should be IR corrected 2MP or better	
3	Shutter Speed	1/10 S to 1/10,000 s	
4	True Day and Night	Automatic with IR cut filter	
5	Video Compression	Minimum 3 streams of H.264 High Profile and should be independently configurable.	
6	Resolutions and frame rates (H.264)	Minimum 1920 × 1080 @ 25 fps (1080p) or better	
7	Local Storage (S.D or Micro SD)	SD/SDHC/SDXC for minimum 64 Gb	
8	Supported Protocol	IPv4 & v6, HTTP, HTTPS, FTP, SMTP, UPnP, SNMP, DDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP	
9	ONVIF	Profile S; The camera should be listed on ONVIF website	
10	Operating Temp	-5 °C to 50 °C	
11	Operating Humidity	20 to 80 % (Non condensing)	
12	Security	IEEE 802.1x	
13	Network Connectivity	10/100 Base T	
14	Wide Dynamic Range	Minimum 90dB for full HD	
15	Privacy Mask	Should be available	
16	Camera Title	Should be available with min. 16 characters(Alphanumeric)	
17	Day and Night Selection	Automatic switchover from colour mode (day time) to monochrome mode (Night time) when the light falls below a certain threshold level	
18	Housing	Housing should be of the same make of the camera	
19	Mounting	Should be from the camera OEM only	

		with all mounting accessories as per site requirement suitable for ceiling or wall mounting	
20	Auto back focus	Shall be available	
21	Alarm	Minimum 2 inputs, 1 output	
22	Certification	Specific model should be UL listed, FCC and IEC certified. Open network video complaint with APIs and SDKs available in public domain without any additional charge	
23	Field of view	Minimum 80 degree of horizontal view at minimum focal length.	
24	Minimum Illumination/ Light Sensitivity	Color mode:0.5 Lux, F1.4 @ 30IRE Black and white mode:0.4Lux, F1.4 @30 IRE	
25	Power	Power over Ethernet IEEE 802.3 af compliant	
26	Impact Protection	Shall be vandal resistant as per IEC norms	
27	Environmental Protection	Integrated IP54 housing or better	
28	Infra-red illumination	Minimum 15 m range integrated with camera	
29	Power Adaptor	OEM make/ Equivalent make (subjected to the approval of Bank) adaptor to be provided wherever POE power is not used	

Place
Date

Signature and seal of the contractor

Approved makes and make offered by the supplier
(to be filled by the contractor)

Sl. No	Description of the Item	Approved makes	Make Offered by the contractor
1.	Indoor type box cameras having the features mentioned at Technical specifications for specified locations.	Axis, Bosch, Panasonic, Mobotix, Sony or Equivalent make subject to the approval of the Bank	

Place

Signature and seal of the contractor

Date

Annexure-“A”

List of Clients

**Details of similar qualifying works executed
during the last 3 years**

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

Date

Signature of Tenderer:

Annexure-“B”

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/

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.

Annexure–C

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the firm
3. Name of the Proprietor/ Partners/ Directors of the firm.
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.3.5 Lakh.

(Signature)
For the Bank
Note:

Date

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 D

FORMAT FOR POWER OF ATTORNEY/ LETTER OF AUTHORISATION FOR SIGNING OF PROPOSAL

(on non-judicial stamp paper/ letter head of the company)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position 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 Supply, Installation, Testing and Commissioning of Sliding gate Automation system on existing sliding gate (2000 Kg) for Reserve Bank of India Main Office Building, Thiruvananthapuram 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 "E"

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

[Original Document needs to be submitted along with tender, if this EMD payment method is opted]

(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, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR 4,800.00 (Rupees Four Thousand Eight hundred only) in connection with Supply of Six Nos of IPCCTV cameras for Reserve Bank of India Main Office Building, Thiruvananthapuram and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

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

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR_____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED
For and on behalf of above named Bank.

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

Branch Manager (Banker's seal)

Annexure – F

Articles of Agreement

Articles of Agreement

ARTICLES of Agreement made on 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”) of the other part.

Whereas the employer is desirous of doing the work of Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building, Thiruvananthapuram and whereas 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 and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (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 said Schedule of Quantities at the respective rates therein set forth amounting to the payable there under (hereinafter referred to as “the said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the time 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 described in the said Specifications and the Schedule of quantities.
2. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this contract.
5. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications and working drawings.
6. The contractor shall afford every reasonable facility for carrying out of all works of other Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job from the 10th day of issue of formal work order as provided for in the said conditions and to complete the entire work specified within 6 **weeks** subject to nevertheless to the provisions for extension of time.
8. All payments by the Employer under this Contract will be made only at Thiruvananthapuram.
9. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts in Thiruvananthapuram shall have the jurisdiction to determine the same.
10. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.

11. The contractor is bound to abide by the provision of payment of wages Act 1936 and minimum wages Act 1948. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.
12. The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipments etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor will 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 will be entitled to claim damages and pursue legal remedies.
13. The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. 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.
14. The contractor shall ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workers from containment area or under quarantine should not be deployed for work. Further, the contractor should closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found 'Covid' infected, action must be taken to replace the staff at once. Staff should be sensitised to follow strict social distancing norms while they remain deployed. The contractor shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, the contractor shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of his failure, fault or negligence in complying-with the above instructions.
15. 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. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.
16. All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per

Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

17. The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against
- i) Any claim arising out of third party loss / damage to life or property caused by / during execution of the work.
 - ii) Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.
 - iii) Any claim due to non-compliance of applicable PF / Labour laws, ESI. regulations etc. The contractor shall take necessary insurance covers (i.e. Workmen Compensation Policy, CAR Policy, Third Party Liability etc) with Reserve Bank of India as the first name, at their cost, before commencement of the work.
18. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.
19. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.

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 partnership or an individual)

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

If the Contractor is a Partnership or
an Individual

IN WITNESS WHEREOF The Bank and the
Contractor have set their respective hands to
these presents and two duplicate hereof the
day and year first hereinabove written.

If the Contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri (Name and designation)

..... in the presence of

(1) Address

(2) Address

.....
.....
.....

Witnesses

SIGNED AND DELIVERED BY 1)..... Address

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

.....

2) Address

.....

Witnesses

THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

.....
.....

In the presence of

The Contractor is signing by the hand of power of attorney whether a company or individual.

(1)

(2)

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

(1)

....

(2)

...

SIGNED AND DELIVERED BY the Contractor by the hand Of
Shri
and duly constituted attorney.

The Contractor is signing by the hand of power
of attorney whether a company or individual.

**Reserve Bank of India
Estate Department
Thiruvananthapuram**

PART-II – UN PRICED BILL OF QUANTITY

Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building, Thiruvananthapuram.

Sl. No	Description of the Item	Qty	Unit
1.	Supply of indoor type box cameras having the features mentioned in Technical specifications at specified locations.	6	Nos



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
THIRUVANANTHAPURAM**

Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main
Office Building, Thiruvananthapuram.

Part II

Name of the tenderer _____

Address _____

**Reserve Bank of India
Estate Department
Thiruvananthapuram**

PART-II

BILL OF QUANTITY

Supply of Six Nos of IPCCTV Cameras for Reserve Bank of India Main Office Building, Thiruvananthapuram

Sl. No	Description of the Item	Qty	Unit	Rate (Rs) (Including GST)	Amount (Rs) (Including GST)
1.	Supply of indoor type box cameras having the features mentioned at Technical specifications at specified locations.	6	Nos		
				Total	

Place
Date

Signature and Seal of the contractor

Contact No.

E-mail ID.