



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Bengaluru**

NOTICE INVITING e-TENDER

Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

Reserve Bank of India, Bengaluru invites two-part tender through e-Tender mode from eligible contractors who meets the minimum pre-qualification criteria specified below for the following work. The salient details of the work for which bids are invited and important instructions to the bidder are as under:

2. Intending tenderer should meet the following eligibility conditions to qualify for participation in the tender:

Only those OEMs/ contractors / System Integrators / authorized dealers who have minimum 5 years' experience (Work order and corresponding work completion certificate before July 2020 to be furnished) in the field of undertaking similar works viz supply, installation, testing and commissioning of the Crash Rated Electro – Hydraulic Boom Barrier System for the office buildings/commercial premises/industrial houses and during last 5 years have executed successfully similar works individually costing as under:

(a) Three works each costing not less than 40% of Rs 25 Lakh

or

(b) Two works each costing not less than 50% of Rs 25 Lakh

or

(c) One work costing not less than 80% of Rs 25 Lakh

and

(d) Have a minimum yearly turnover of 100% of the Rs 25 Lakh during the last 3 years

and

(e) Have a full-fledged service set up in Bengaluru for rendering after sales service during warranty and AMC.



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

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of Annexure 'A'
- c) Completion certificate obtained from the clients in prescribed format as per annexure 'B' for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per Annexure 'C'
- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of Annexure 'D'
- h) Undertaking for no technical deviations – As per Annexure 'E'
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per Annexure 'F'
- k) Copy of Power of Attorney as per Annexure 'G'
- l) Technical details of proposed system
- m) Any other information relevant to the proposed work
- n) Duly filled and Signed NEFT Mandate form as per Annexure 'K'
- o) Duly filled and signed complaint escalation matrix – Annexure 'L'

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of Part II (Price Bid).

The tenderer should invariably furnish the below mentioned information in writing and upload copies of the relevant documents along with the Part I of the tender. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

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
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		Association/ Power of Attorney/other relevant documents.
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two qualifying works 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)	Turn over during the specified period	A certificate issued by the Chartered Accountant shall be submitted.
d)	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, email IDs, telephone (landline and mobile) nos. fax nos., etc. of the contact executive (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.
e)	Details of Bank account	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
f)	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
g)	AMC/ After sales service	Satisfactory uninterrupted service provided certificate from the PSU / Airport / Central Govt / RBI is essential to become eligible for opening the part II of the tender



S No.	Item	Description
i.	e-Tender No.	RBI/Bangalore Regional Office/Estate/15/25-26/ET/210
ii.	Name and location of the work.	Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Boom Barrier System at Entry/Exit Gate of Reserve Bank of India, Bengaluru
iii.	Name & address of tender inviting authority.	Regional Director, Reserve Bank of India, Estate Department, Post Box No. 5467, 10/3/8, Nrupathunga Road, Bengaluru - 560001 E-Mail id: estatebangalore@rbi.org.in
iv.	Estimated Cost	₹25 Lakh (Rupees Twenty-Five lakh only) inclusive of all taxes
v.	Earnest Money Deposit (EMD).	₹50,000/- (Rupees Fifty Thousand only)
vi.	Last Date of submission of EMD	10:00 AM of July 30, 2025
vii.	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal https://mstcecommerce.com/eprocn
viii.	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	From June 20, 2025 to July 30, 2025 (up to 10.00 AM)
ix.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the tender paper: Important instructions for intending bidders of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
x.	Pre-bid meeting (offline).	11:00 AM on July 17, 2025 at Reserve Bank of India, Estate Department, Post Box No. 5467, 10/3/8, Nrupathunga Road, Bengaluru - 560001 Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids estatebangalore@rbi.org.in .
xi.	Last date and time of submission of bid (online) - Pre-Qualification (PQ) papers, Techno-commercial (Part I) bid and Price-bid (Part II).	Up to 10.00 AM of July 30, 2025
xii.	Date & time for opening of Techno-commercial bid (Part I).	11.00 Hrs. on July 30, 2025



xiii.	Date & time for opening of Price-bid (Part II) bid.	Part II (Price Bid) of the tender shall be opened on the same day or on a subsequent date which shall be intimated to the bidders.
xiv.	Validity of the tender	Three months from the date of opening of the PART- I of the Tender.
xv.	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.
xvi.	Contact details of tender inviting authority personnel.	<p>(i) Shri Rama Krishna S T (Manager- Electrical) Estate Department 080 - 22180260 ramakrishnast@rbi.org.in</p> <p>(ii) Shri Karan (Manager) Estate Department) 080 – 22180262 Karan@rbi.org.in</p>

Notes:

1. The Part-II, i.e., Price-bid will be opened 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.
2. The applicants shall furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost, type and capacity of the system/machine supplied, the date of the supply etc.
3. The applicants/tenderers have to submit in MSTC portal before the last date of submission of part I:
 - a) Client's certificate as per format at Annexure- V 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 Annexure - VI from their banker/bankers.
4. The certificates should be addressed to Regional Director, Estate Department, Reserve Bank of India, Bengaluru and shall be submitted along with Part I of the tender.
5. 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 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. The Bank shall have the right to independently verify these certificates.
6. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering



process at any point of time 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.

7. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason there for.
8. Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.
9. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.
10. All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

For full details please refer Tender document, Techno-Commercial Bid (Part I) and Price-Bid (Part II). Further corrigendum / addendum if any, will be hosted on the Bank's website <https://www.rbi.org.in/> under the link 'Tenders' and <https://www.mstcecommerce.com/eprocn>. The Bank is not bound to accept the lowest tender and reserves the right to accept either full or in part of any tender. The Bank also reserves the right to reject any one or all of the tenders without assigning any reason, thereof.

Regional Director
Reserve Bank of India
Bengaluru



भारतीय रिज़र्व बैंक, बेंगलुरु
Reserve Bank of India, Bengaluru
संपदा विभाग Estate Department
बेंगलुरु Bengaluru

(Website: www.rbi.org.in)

(केवल ई-निविदा e-Tendering only)

Tender Document Part-I
(Technical & Commercial)

कार्य का नाम: भारतीय रिज़र्व बैंक, बेंगलुरु के प्रवेश/निकास द्वार पर क्रैश रेटेड इलेक्ट्रो-हाइड्रोलिक बोलार्ड सिस्टम के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा

Name of work: Tender for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

RBI/Bengaluru Regional Office/Estate/15/25-26/ET/210

(To be submitted via MSTC V3 portal only)

Date from which e-Tender will be available on MSTC website	June 20, 2025; 12 PM onwards
Date & time of Pre-bid meeting	July 17, 2025; at 11.00 AM
Last date of submission of e-Tender	July 30, 2025; till 10.00 AM

DISCLAIMER

भारतीय रिज़र्व बैंक, संपदा विभाग, बेंगलूरु ने इच्छुक पार्टियों को करार के संबंध में एक पृष्ठभूमि-परक जानकारी देने के लिए इस दस्तावेज को तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें अंतर्विष्ट जानकारी को तैयार करने में समुचित सावधानी बरती है, तथापि, इस दस्तावेज में अंतर्विष्ट या इसके बारे में दी गई किसी जानकारी की संपूर्णता या सटीकता के संबंध में न तो भारतीय रिज़र्व बैंक और न ही उसके कोई प्राधिकरण या एजेंसी या संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता कोई वारंटी देते हैं अथवा अभिव्यक्त या विवक्षित रूप से कोई व्यपदेशन करते हैं।

Reserve Bank of India, Estate Department, Bengaluru has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

इस सूचना का अभिप्राय परिपूर्ण जानकारी देना नहीं है। इच्छुक पार्टियों के लिए ज़रूरी है कि वे स्वयं पूछताछ कर लें और उत्तरदाताओं के लिए अपेक्षित है कि वे लिखित रूप में यह पुष्टि करें कि उन्होंने ऐसा किया है और वे केवल भारतीय रिज़र्व बैंक द्वारा निविदा प्रस्तुत करने हेतु दी गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर दी गई है कि यह भारतीय रिज़र्व बैंक या इसके किसी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाताओं के लिए बाध्यकारी नहीं है।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक करार के संबंध में आगे बढ़ने या करार के कन्फिगरेशन को बदलने, इस दस्तावेज में दर्शाई गई समय-सारणी को परिवर्तित करने या लागू प्रक्रम या प्रक्रिया में बदलाव करने का अधिकार सुरक्षित रखता है। इस संबंध में रुचि अभिव्यक्ति करने वाली किसी भी पार्टी पर आगे विचार न करने का अधिकार भी बैंक के पास सुरक्षित है।

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

रुचि अभिव्यक्त करने वाले व्यक्ति या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति अदा नहीं की जाएगी। भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा। No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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Important information

a. E-tender No.	RBI/Bengaluru Regional Office/Estate/15/25-26/ET/210
b. Name of work	Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/rbi) - Guidelines for e-tender has been provided as Annexure - I .
d. Date of NIT available to parties to download	12:00 Hrs. of June 20, 2025
e. Earnest Money Deposit	₹50,000/- from each bidder
f. Last date of submission of EMD.	10:00 Hrs. of July 30, 2025
g. Pre-Bid Meeting	Offline at Estate Department, second Floor, Reserve Bank of India, Bengaluru. 11:00 Hrs. on July 17, 2025
h. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/rbi	12:00 Hrs. on June 20, 2025
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	10:00 Hrs. on July 30, 2025
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 11:00 Hrs. on July 30, 2025 . Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the eligible bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Annexure – I

Guidelines for e-Procurement

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

Process of e-Tender:

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

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprocn

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/ Govt. depts. => 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 e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

Contact person (RBI):

1. Sukanya Mannam AM projects and Sameer Patel 080-22180272
2. Shri. Karan (Manager, Estate Department) 080-22180262
3. Shri Rama Krishna S T (Manager, Tech-Electrical,); 080-22180260

Contact person (MSTC Ltd):

1. Shri. J. Damodaran, Branch Manager:

080-22287356 / 9841002253 (jdamodaran@mstcindia.co.in)

2. Raveendranath, 76764 56095

3. Arnab Sarkar 9986036012

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

MSTC central helpdesk no: 033-23400020/23400021/23400022

Email: helpdesk@mstcindia.co.in

B) System Requirements:

- 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)

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at www.mstcecommerce.com/eprocn. Tenders will be opened electronically on specified date and time as given in the tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

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. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts. => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bid) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mscecommerce.com/eprocn to familiarize them with the system before bidding.

Vendors are requested to quote rates without GST on 'Works Contract' and the same may be explicitly indicated in the column/ row specifically meant for that. No Change in quoted rates will be accepted.

Important Note

In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

निविदा फार्म/ Form of Tender

क्षेत्रीय निदेशक/ The Regional Director
भारतीय रिज़र्व बैंक/ Reserve Bank of India
संपदा विभाग, / Estate Department, Bengaluru

महोदय/ Dear Sir,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, ड्राइंगों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदादारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं निविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डिजाइनों, ड्राइंगों और डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं।

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.

ज्ञापन /MEMORANDUM

(a)	कार्य का विवरण /Description of works	Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru
(b)	अनुमानित लागत(रु)Estimated cost	₹25.00 Lakhs
(c)	बयाना / Earnest money deposit	₹50,000/- from all bidders
(d)	भुगतान का प्रकार/ Mode of payment	व्यावसायिक शर्तों की मद संख्या 19 के अनुसार As per item no.19 of commercial conditions.

(e)	कार्य पूरा करने का अनुमेय समय/ Time allowed for completion	कार्य आदेश के 10 वें दिन से 03 महीने 04 months from 10 th day of work order.
(f)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- 45 दिन Final Bill- 45 days

मैं / हम सहमत हैं: I / We agree to:

निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ/हैं।

Should this tender be accepted, I/We hereby agree to abide and fulfill 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.

मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। हमने ₹ 50,000/- की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत हैं कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

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 ₹ 50,000/- 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.

हमारे बैंकर के ब्यौरे निम्न हैं/ The details of our bankers are :

म संख्या/ Sr. No. 1	बैंक का नाम/ Name of Bank 2	शाखा और उसका पूरा पता Branch and its complete address 3	संपर्क व्यक्ति का पता/ Name of the contact person 4	टेलीफोन और फैक्स नंबर Telephone and FAX number 5

हमारी फर्म के भागीदारों के नाम हैं The names of partners of our firm are

(i) _____

(ii) _____

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm _____

Authorized to sign

या OR

संविदा पर हस्ताक्षर करने के लिए पावर ऑफ अटार्नी की शक्ति रखने वाले व्यक्ति का नाम

Name of person having Power of Attorney _____

to sign the contract

(भागीदारी विलेख और पावर ऑफ अटार्नी की सत्यापित प्रति लगाई जाए)

(Certified true copy of the Partnership Deed and the Power of Attorney should be attached)

भवदीय Yours faithfully,

(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

(1) _____

(हस्ताक्षर Signature)

पता Address

(2) _____

(हस्ताक्षर Signature)

पता Address

करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, Bengaluru जिसका केंद्रीय कार्यालय मुंबई 400001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरी ओर से मैसर्स ----- (जिसे इसके बाद संविदाकार कहा गया है) के बीच ----- को किया गया

ARTICLES OF AGREEMENT made on ----- between the Reserve Bank of India, Bengaluru, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and ----- (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता "भारतीय रिज़र्व बैंक, बेंगलुरु के प्रवेश/निकास द्वार पर क्रैश रेटेड इलेक्ट्रो-हाइड्रोलिक बोलार्ड सिस्टम के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" का काम करने का इच्छुक है और विभाग द्वारा तैयार किए जाने वाले कार्यों का वर्णन करने वाली विशिष्टताओं और बैंक के इंजीनियर के निर्देशन में किए जाने वाले कार्यों का वर्णन करता है।

WHEREAS the Employer is desirous of taking up the work of "Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru" and specifications describing the works to be done to be prepared by Department and describing the work to be done under the direction of Bank's Engineer.

और जबकि कथित विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गये हैं।

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों (जिन्हें इसके बाद सामूहिक रूप से "तथाकथित शर्तें" कहा गया है) के अनुसार उक्त विनिर्देशनों और मात्रा अनुसूची में दर्शाए गए काम को निर्धारित संबंधित दर पर गणना का गई कुल राशि पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon and subject 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 (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Specification and included in the Schedule of Quantities at the Respective rate 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").

एतद् द्वारा अब निम्नानुसार सहमति हुई है / NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनज़र, तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और कथित विनिर्देशनों और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors 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. नियोक्ता, संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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 भारतीय रिज़र्व बैंक कार्य के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान और विभिन्न शर्तों के कार्यान्वयन, संविदा की शर्तों के प्रबंध और प्रत्यक्ष पर्यवेक्षण की व्यवस्था करेगा।

The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

4. तथाकथित शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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

5. यहां उल्लिखित योजनाएं, करार और दस्तावेज इस अनुबंध का आधार होंगे और ठेकेदार किसी भी संशोधन सुझावों के बिना उक्त शर्तों का अनुपालन करने के लिए सहमत है।

The plans, agreement and documents mentioned herein shall form the basis of this Contract and the Contractor agrees to comply with the said conditions without any modification, suggestions in whatsoever manner.

6. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

7. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।

The Contractor shall afford every reasonable facility for the carrying out of all works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के

लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।

The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

9. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि वह हमारे प्रबंधक(तक.) के साथ परामर्श करके तुरंत ही कार्य शुरू करेगा। कार्य पूरा करने के लिए अनुमेय समय कार्य आदेश जारी करने की 10 वें दिन से चार महीने है। निर्धारित समय अवधि में कार्य पूरा नहीं किए जाने की स्थिति में कार्य के वास्तविक मूल्य के @0.25 % दर से प्रति सप्ताह परिसमापन क्षति के रूप में लगाया जाएगा और इसकी अधिकतम सीमा संविदा मूल्य का 10% होगी।

Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work immediately in consultation with our Asst. Manager/ Manager (Tech)/ Asst. General Manager (Tech). The time allowed for completion of the work is 4 months which shall be reckoned from the tenth day of issue of work order failing which liquidated damages @0.25% per week of the actual value of the work would be levied subject to the ceiling of 10% of the contract value.

10. इस ठेके के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।
All payments by the Employer under this Contract will be made only at Bengaluru.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।
All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.

12. इस संविदा के अलग-अलग भागों को संविदाकार ने पढ़ लिया है और पूरी तरह से समझ लिया है। निविदित मात्राओं से अधिक की मात्राओं के लिए संविदाकार किसी भी भुगतान के लिए पात्र नहीं होगा बशर्ते कि यह व्यय बैंक इंजीनियर के विशिष्ट लिखित अनुदेशों के अनुसार किया गया हो।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

13. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। बैंक की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा।

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.

14. किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और नियोक्ता हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

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.

15. इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

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.

16. प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

17. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 और इसके अंतर्गत बनाए गए सभी नियमों का पालन करेगा और इसके अंतर्गत सभी आवश्यकताओं को पूरा करेगा। संविदाकार किसी एक दिन कार्य पर लगाए जाने वाले अधिकतम मजदूरों की संख्या के बारे में बैंक को बताएगा। इस संख्या में होने वाली वृद्धि को बिना किसी देरी के बैंक को बताया जाए। यदि कार्य के लिए लगाए जाने वाले मजदूरों की संख्या बीस या उससे अधिक होती है तो संविदाकार क्षेत्रीय श्रम आयुक्त से लाइसेंस प्राप्त करेगा। संविदाकार अपने द्वारा काम पर लगाए गए सभी मजदूरों/कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।

The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Bank the maximum number of Laborers to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay, if the number of laborers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him.

18. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी। संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

The contractor/ agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (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 of the complaint.

19. संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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 Complaint Committee constituted by the Bank.

20. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

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 the Bank's employee, if sexual violence by the employee of the contractor is proved.

21. कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

22. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

23. ठेकेदार भारतीय रिज़र्व बैंक को निम्नलिखित के विरुद्ध क्षतिपूर्ति करेगा और क्षतिपूर्ति करता रहेगा:

- i) कार्य के निष्पादन के दौरान/के दौरान तीसरे पक्ष के नुकसान/जीवन या संपत्ति की क्षति से उत्पन्न कोई भी दावा।
- ii) कार्य के निष्पादन के दौरान ठेकेदार द्वारा लगाए गए कामगारों के नुकसान/क्षति से उत्पन्न होने वाला कोई भी दावा।

iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न करने के कारण कोई दावा।

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/ Labor laws, ESI, regulations etc.

24. संविदाकार कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर (अर्थात् कामगार क्षतिपूर्ति पॉलिसी, तीसरी पार्टी देयता आदि) अपनी लागत पर लेगा।

The contractor shall take necessary insurance covers (i.e., Contractor All Risk Policy, Workmen Compensation Policy, Third Party Liability etc. as applicable) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

25. विवाद/विसंगति के मामले में, सभी उद्देश्यों के लिए अंग्रेजी में अनुबंध खंड पर विचार किया जाएगा।

In case of dispute/discrepancy, the agreement clauses in English will be considered for all purposes.

मैं/हम घोषणा करते हैं कि मैंने/हमने संविदाकार के लिए उपर्युक्त अनुदेशों को पढ़ लिया है।

I/We hereby declare that I/We have read and understood the above instructions to the contractors.

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

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 hereinabove written.

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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 duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।
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यदि संविदाकार एक कंपनी है तो		नियोक्ता और संविदाकार ने इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।
हस्ताक्षर खंड		
भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द श्री ----- (नाम एवं पदनाम)		
इनकी उपस्थिति में हस्ताक्षर किए गए		
1. पता		
2. पता		
साक्षी		
नाम		
इनकी उपस्थिति में हस्ताक्षर किए गए 1.		यदि पार्टी भागीदारी फर्म या वैयक्तिक फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

पता		
2. पता		
		यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।
साक्षी		
निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर ----- की कॉमन मुहर लगाई गई है।		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
		यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो
निम्न की उपस्थिति में		
(1)		
(2)		
निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।		
(1)		
(2)		

विधिवत गठित अटॉर्नी एवं श्री द्वारा हस्ताक्षरित एवं सुपुर्द		

Signature Clause

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

Shri

(Name and designation)

.....

..... in the presence of

(1)

.....

.....

(Witnesses)

(2)

.....

.....

(Witnesses)

SIGNED	AND	DELIVERED	BY	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
.....				
.....				
.....				
1)				If the Contractor signs under its common Seal the signature clause should tally with
Address				

<p>..... </p> <p>2)</p> <p>Address</p> <p>..... </p> <p style="text-align: right;">(Witnesses)</p> <p>THE COMMON SEAL OF</p> <p>Was hereunto affixed pursuant to the resolutions passed</p> <p>By its Board of Directors at the meeting held on</p> <p>..... </p> <p>In the presence of</p> <p>(1)</p> <p>.....</p> <p>(2)</p> <p>.....</p> <p>Directors who have signed these presents in taken thereof in the presence of</p> <p>..... </p> <p>SIGNED AND DELIVERED BY the Contractor by the hand Of</p> <p>Shri</p> <p>and duly constituted attorney.</p>	<p>their sealing clause in the Articles of Associations.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
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भाग 2 / PART- II (Price Bid)

RBI/Bengaluru Regional Office/Estate/15/25-26/ET/210

Sl.No.	Description	Qty
1	<p>Design, Supply, Installation, Testing and Commissioning (DSITC) of K12, 7.5ton at 50mph with Dia 323mm \pm23mm IP68, LED lighting with reflective bands, Crash Rated Electro-Hydraulic SS 304/316 Bollard System having Six number (06 Nos.) of blocking segments and in-built hydraulic power unit with each bollard. These bollards are engineered to meet specific performance standards like ASTM and ISO 22343 ensuring they can withstand the intended impact levels.</p> <p>The rate quoted shall be inclusive of all the civil work required for completion of the work including road cutting, excavation, back filling, M30 concreting plastering and finishing the work area and excavated, surrounding area to the ground level as directed with good practices of civil work and as per standard norms. Rates should be inclusive of transportation, labour etc. -(A)</p>	01 set
	GST @ 18%	
	Capital Cost (A)	
2	<p>Rebate for dismantling, removing and taking away under buy back scheme- the existing electrohydraulic crash rated boom barrier and associated pump motor, panel, all accessories etc. and making the site ready for installation of bollards. The quoted rate should be inclusive of GST- (B)</p>	01 set
3	<p>All-inclusive Comprehensive Annual Maintenance Charges per year including the cost of consumables required for the entire year and cost</p>	01 set

	of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender. Rate shall be inclusive of prevailing GST, transportation, labour etc. (further any increase in GST by statutory body shall be updated on time to time) - (C)	
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Net Owning cost of the system = Capital Cost (A) – Rebate offered under buyback for old CRB(B) + (AMC charges (C) x MF)

Place: (Signature of the Contractor)

Date: Name and Address of the Contractor

व्यावसायिक शर्तें /Commercial Conditions

E-tenders are invited from OEMs/authorized dealers/integrators for the work of Tender for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru. E-tenders comprising duly filled in details of both Part I and Part II (computerized) of the tender should be uploaded in MSTC website under RBI portal **not later than 10:00 Hrs. of July 30, 2025.**

Only those OEMs/ contractors / System Integrators / authorized dealers who have minimum 5 years' experience (Work order and corresponding work completion certificate before July 2020 to be furnished) in the field of undertaking similar works viz supply, installation, testing and commissioning of the Crash Rated Electro – Hydraulic Bollard System for the office buildings/commercial premises/industrial houses and during last 5 years have executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40% of Rs 25.00 Lakh
or
- (b) Two works each costing not less than 50% of Rs 25.00 Lakh
or
- (c) One work costing not less than 80% of Rs 25.00 Lakh
and
- (d) Have a minimum yearly turnover of 100% of the Rs 25.00 Lakh during the last 3 years
and
- (e) Have a full-fledged service set up in Bengaluru for rendering after sales service during warranty and AMC.

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

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of [Annexure 'A'](#)
- c) Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per [Annexure 'C'](#)

- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of [Annexure 'D'](#)
- h) Undertaking for no technical deviations – As per [Annexure 'E'](#)
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per [Annexure 'F'](#)
- k) Copy of Power of Attorney as per [Annexure 'G'](#)
- l) Technical details of proposed system
- m) Any other information relevant to the proposed work
- n) Duly filled and Signed NEFT Mandate form as per [Annexure 'K'](#)
- o) Duly filled and signed complaint escalation matrix – [Annexure 'L'](#)

Note (Regarding Client Certificate):

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

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

- 2. Pre-bid meeting:** A pre-bid meeting will be held at **11:00 Hrs. on July 17, 2025**, at Estate department, second floor, Reserve Bank of India Main Office, Bengaluru to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender in RBI website. Bidders are advised to see the corrigendum if any before submitting their bids. Further correspondence relating to the tender in all respects would be uploaded in RBI website only.
- 3.** Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
- 4.** A tender submitted by a firm who is found to be not submitting the above details

will be rejected.

5. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II (computerized/to be filled online) containing prices only latest by **10:00 Hrs on July 30, 2025**. Part I will be opened at **11:00 Hrs on July 30, 2025**. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
6. 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 therefore. The Bank also reserves the right to accept the tender of any firm.
7. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after Pre bid meeting.
8. Earnest Money Deposit for a sum of **Rs. 50,000/- (Rupees Fifty thousand only)** shall be remitted to Bank Account of Reserve Bank of India on or before 10:00 Hrs. of July 30, 2025. "EMD – DSITC of Crash Rated Electro- Hydraulic Bollard System at Entry/Exit gate of RBI Bengaluru" shall be given as remarks while remitting EMD. The account details for NEFT transactions are as follows.

Beneficiary Name: Reserve Bank of India, Bengaluru

IFSC: RBIS0BGPA01 (Fifth & tenth digit 0 is zero)

Account No.: 8692299

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatebangalore@rbi.org.in.

EMD can also be submitted in the form of Bank Guarantee ([Annexure H](#)) at Estate Department, Reserve Bank of India, Bengaluru - 560001. A tender which is not accompanied by such EMD shall not be considered.

No interest will be paid on EMD. The Earnest Money Deposit (EMD) of unsuccessful tenderer shall be released to them without any interest after award

of work. EMD of successful tenderer shall be released after satisfactory completion of the work.

9. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.

10. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. 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. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

11. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 04 months from the 10th day of date of issue of work order.

12. Damages for non-completion : If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the cost of work executed, per week for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the actual value and the Employer may deduct such damages from any money due to the Contractor.

13. The tenderers shall indicate details of the service center at Bengaluru, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

14. Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the unit at an interval of **01 month** or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

15. Comprehensive Annual maintenance (CAMC) contracts: The contractor/system integrator shall furnish an undertaking that they will provide spares and support and maintain the system satisfactorily for a minimum period of **9 years** from the date of expiry of the Defect Liability Period (DLP). **After one year of DLP, the Comprehensive Annual Maintenance contract (CAMC) shall be entered at the rate accepted by the Bank and the same shall be renewed annually based on the formula given in clause 17 in this part of tender. The charges for comprehensive annual maintenance contract shall include replacement of any part of the system, including all required spares, consumables, necessary cards etc. during the contract period.** Any defects in the system/sub-assemblies, found during the CAMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing of the unit at an interval of one month or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

Scope of work under Warranty/ AMC shall broadly cover the following:

- a) Maintenance services shall consist of **comprehensive maintenance** of centralized crash rated electro-hydraulic bollard system machine along with its allied equipment. Cost of any spare parts including the consumables required and labour charges are included in the scope of maintenance contract.
- b) Preventive maintenance work of the centralized Crash Rated Electro – Hydraulic Bollard system shall be carried out on **monthly visits for visual maintenance and full service on quarterly**. The service report shall be duly acknowledged by the Bank's Engineer and should be submitted along with the bill for payment of CAMC bills.
- c) For attending preventive and breakdown call, contractor shall depute the trained professionals in the field of the said work directly employed by them and work will be supervised by Bank's Officials. For attending the breakdown calls after the office hours or on holidays, the contractor shall arrange to rectify the defects within two hours after registering the complaint through e-mail or telephone. Technicians have to do periodical checking of proper working of the centralized crash rated hydraulic bollard system.
- d) All necessary tools, measuring electronic equipment, spare parts etc. (as per the requirement) shall be supplied by the contractor within the quoted rates.
- e) The contractor shall keep all the equipment's/machine clean, tidy and in effective working conditions. Conduct routine visual inspections to identify any signs of damage, such as cracks, corrosion, or wear minimum once in month. Clean the

bollards regularly with appropriate cleaning agents to prevent rust and maintain their appearance.

- f) At the time of servicing, if any defects or deficiency is found in the equipment's/machines, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken.
- g) The Comprehensive AMC charges is all-inclusive type and covers the servicing charges and replacement of faulty part(s) if found faulty. Address any damage promptly by repairing minor imperfections or replacing damaged bollards as needed in CAMC.

Servicing of Equipment / Machines:

In addition to the routine service, the contractor shall also attend to **any number of breakdown calls** immediately and within two hours (two hours is the maximum time allowed for responding to breakdown call) as and when required and as reported telephonically/ in writing/ through mail. In the event of the contractor not attending to breakdown service and putting back the unit to working order within a period of 24 hours from the date of lodging complaint, a penalty of Rs. 500/- per day per machine delay will be charged as per the clause 16.

- 16.** The tenderers shall quote their charges for the above comprehensive maintenance contract of the entire system which will be applicable after the expiry of the warranty period/DLP, the **contract amount shall be paid on quarterly basis on rendering satisfactory service**. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

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

- 17.** The Comprehensive Annual Maintenance Contract (CAMC) shall be renewed for an additional period of at least 8 years after the initial comprehensive annual

maintenance contract (CAMC) period of one year after one year of warranty (DLP). While renewing the contract the new contract amount will be arrived at based on following formula.

$A_C = A_P[(15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P))] \times (1/100)$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

Tenders will be evaluated based on Net Owning Cost of the system comprising of the capital cost of the system (A) and taking into account the effect of rates quoted for comprehensive annual maintenance contract service charges (AMC) for a period of 9 years after the expiry of one-year defect liability period and rebate for old system.

Net owning cost shall be the Total Capital cost of system (A) minus the buyback amount quoted for old electrohydraulic Crash Rated Boom Barrier and associated panel equipment (B) plus the NPV of comprehensive annual maintenance contract charges for the period of 9 years after one-year DLP.

NPV factor will be calculated assuming 5% increase in contract amount every year after first three years of AMC, quarterly payment and a discount rate of 8%.

Net Owning cost of the system = Capital Cost (A) – Rebate offered under buyback for old electrohydraulic Crash Rated Boom Barrier and associated pump motor, panel equipment (B) + (AMC charges (C) x MF)

(MF is the NPV factor for 10 years (1-year DLP + 9 years AMC) = **7.0476**)

18. Committed period of Comprehensive Annual maintenance contracts (CAMC): The contractor shall furnish an undertaking that after one year of the warranty period cum Inspection service, they will continue to give support of maintenance and spares for another 9 years.

19. Terms of Payment:

The following terms of payment, subject to statutory deductions, will apply to the contract:

(a) 60% of the quoted rate on pro-rata basis against delivery of all materials at site and submission of the following documents subject to all statutory deductions:

i) Original Equipment Manufacturer's Test Certificates

ii) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, testing and commissioning of the system have been delivered at site and in case of any other requirement pertaining to successful installation, testing and commissioning contractor shall supply them without any cost.

iii) Policies of insurance as per tender conditions

(b) 40% of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank and on submission of bank guarantee as mentioned in item no:21.

20. Performance Bank Guarantee (PBG): The tenderer shall also furnish a performance Bank guarantee (PBG) of 5% of the contract value immediately on receipt of work order as Security for due fulfilment of terms and obligation of currency of the contract. In case of delays in submission of BG due to unavoidable circumstances, charges for delay in submission of Bank Guarantee shall be recovered from the bills of the contractor at Bank rate. The PBG must be valid till completion of entire work.

21. Bank Guarantee (BG): - The estimated life cycle of the Crash Rated Electro – Hydraulic Boom Barrier system is minimum 10 years. Hence, the initial BG, amounting to 10% of the contract amount shall initially remain valid for 05 years from the date of commissioning & handing over of the equipment. Thereafter, contractor shall submit a fresh BG amounting to 5% of the original contract amount **four weeks prior to the expiry of initial BG** and shall be valid for next 05 years. If the contractor fails to submit a fresh BG within the time limit, RBI Bengaluru reserves the rights to invoke the earlier BG.

22. Insurance: - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.

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

The payment for the system will be made by the office at which the Crash Rated Electro – Hydraulic Bollard system is supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said Crash Rated Electro – Hydraulic Bollard system has been installed.

23. The contractors shall upload all technical details of the system along with the tender.

24. Training: The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over the system without any charge to the Bank.

(a) Compliance to the Rule 144(xi) of GFR 2017

Compliance to the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India and its subsequent revisions shall be a part of tender requirement for this work.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure-M](#).

If this Undertaking / Declaration / Certificate submitted by the bidder found to be false, his/her tender / work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

(b) Participating bidder will be considered for purchase preference under Public procurement (Preference to make in India) PPP-MII order 2017 Revised –

Government of India, subjected to their submission of self-certifications and fulfilment of all other documents, conditions of the above “PPP-MII order-2017 Revised” of Government of India.

25. Agreement: The successful tenderer shall execute an agreement with the Bank on non- judicial stamp paper in the format enclosed within ten 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

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

इससे पूर्व संदर्भित शर्तें /THE CONDITIONS HEREINBEFORE REFERRED TO

1. Interpretation Clauses: In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

2. "Employer": shall mean the Reserve Bank of India and shall include its assigns and successors.

3. "Contractor" in the case of a Partnership: "Contractor" shall mean _____ and _____ trading as partners in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: "Contractor" shall mean _____ trading in the name and style of _____ and shall include his heirs, successors and legal representative.

In the case of company: "Contractor" shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.

4. "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

5. "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

6. "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or 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.

7. "Act of insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

8. "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 the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that 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 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 accounts shall be held to mean rates or prices so arrived at.

9. “The works”: shall mean “Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru”.

10. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the direction 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 instruction, 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 Specification.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material, therefore.
- (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 19 hereof.

11. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions, directions and explanations given to the Contractor or his representative 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.

12. Variations to be approved by Employer

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

13. Schedule of Quantities and Agreement

The Contract shall be executed in duplicate, and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Employer one copy of each of the specification.

14. 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 schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

15. Authorities notices and patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given 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 within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

16. Setting out of works

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the

works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Employer.

17. Material and workmanship to conform to 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's 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's may require.

18. 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 when 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.

19. 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.

20. Access to works

The Employer, and their respective/representatives shall at all times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the employer, and their representative necessary for inspections and examination and test of the materials and workmanship. Any person not authorized by the Employer, except the representatives of public authorities, shall not be allowed on the works at any time.

21. Assistant Manager (T) / Manager (T)

The term "Assistant Manager (T)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (T) every facility and assistance for inspecting the works and materials and for checking and measuring.

The Assistant Manager (T), or any representative of the Employer shall have to give instructions 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 until the decision of the employer is obtained. The work will from time to time be examined by the Assistant Manager (T) or the Employer's representative, 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. Subject to the limitation of this clause, the Contractor shall take instruction only from the Employer.

22. Assignment and Sub-letting

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.

23. Alterations/addition/omission etc.

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 or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 27 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

24. 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 27 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

25. 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 work.

26. Measurement of works

The employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Assistant Manager (T) 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 employer or a person approved by him shall be taken to be correct measurement of the works.

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

All authorized extra work, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by him in writing shall be included in such measurements.

27. Prices for extras etc. ascertainment of

The Contractor may, when authorized and shall, when directed in writing by the Employer, add or omit from or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the employers shall if, confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 15 hereof or by the authority of the Employer. Any such extra is herein referred to as authorized extra and payment shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work 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

(b) 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.

(c) 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 omissions 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 with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer, or his representative at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause 30 hereof.

28. Unfixed material when taken into account to be the property of the employer

Where in any Certificate (of which the Contractor has received 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 or damage to, such materials.

29. 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, and the workmanship not in accordance with the Specifications or instructions, 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 other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer, shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

30. Defects after virtual completion

Any defect, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto, or if none stated then within twelve 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, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 42 hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause and clause 10 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

31. Certificate of virtual completion and Defects Liability Period.

The works shall not be considered as completed until the Employer has certified in writing that the work has been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

32. Other persons employed by Employer

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

33. Insurance

The contractor shall take necessary insurance covers (i.e. Workmen Compensation Policy, CAR Policy, Third Party Liability etc.) in joint names with Reserve Bank of India as the first name, at their cost and the same shall be submitted before commencement of the work.

34. 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 there upon 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.

35. Damage for non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 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.

36. 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 Contractor or Tradesmen engaged or nominated by the Employer and

not referred to in the Schedule of Quantities and/or Specification or (e) by reason or Employer's instructions as per clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade 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 exceed 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 as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably to be required to the satisfaction of the employer to proceed with work.

37. 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 Employer's instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any money due to the Contractor.

38. 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 to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or to 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 of the Employer in writing.

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

Or if the Employer shall certify in writing that the Contractor.

(i) Has abandoned the Contract, or

- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer, notice to proceed or
- (iii) Has failed to proceed with the works with such diligence and failed to make such 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 from the Employer 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 this 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, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has 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, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the 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 realized.

39. Termination of contracts by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, 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 Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with clause 27 hereof.

40. Matter to be finally determined by Employer

The decision, opinion, direction, Certificate determined by Employer 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 42 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Employer.

41. Settlement of disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their 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 his 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 under clause 41 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring 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. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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 in

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

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and shall direct by whom and to whom and in what matter 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 Act, (latest amendment) or any statutory modification thereon. 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 Employer and no Award of the Arbitrator or

Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer'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.

42. 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 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.

43. Employer entitled to recover compensation paid to workman If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a

workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the employer under the 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.

44. Abandonment of works:

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the 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.

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

46. 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 die, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

इससे पूर्व संदर्भित अनुबंध /APPENDIX HEREINBEFORE REFERRED TO

1	Defect Liability Period	Twelve months
2	Period of Final Measurement and settlement of final bill	45 days from the date of submission of invoice
3	Date of Commencement	10 days from the date of work order
4	Time allowed for Completion	04 months from the 10 th day of work order
5	Earnest money deposit	Rs 50,000/- from all bidders
6	Liquidated damages at the Rate of	0.25% of the actual value of work per week subject to maximum of 10% of the actual value

सुरक्षा कोड /Safety Code

1. All the temporary electrical power for carrying out various services at site such as cutting and drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed.
6. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. as applicable depending upon the requirement of the work shall be used by the workmen to prevent occupational health hazards.
8. The safety belt shall be used by the workmen while working from height for more than 10 feet from Ground level.
9. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
10. Power supply shall be switched off from the mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
16. Aluminum / Steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

Scope of Work and Technical Specifications

Scope of Work:

Reserve Bank of India, Bengaluru wants to install 1 set of Crash Rated (each bollard shall be K12 rated) Electro-hydraulic Bollard System for entry/exit gate having 6 nos. movable bollards in each set with separate control panels for each set, operated in various combinations as defined below, in Office Premises. At entry/exit gate, this system will be installed after removing the existing crash rated Electro-hydraulic Horizontal bar type system along with all connection, panel etc and making surface finished with necessary civil work i.e. surface preparation etc. The scope of work also includes buyback of this existing crash rated boom barrier system. All Civil and electrical works are required to finish the work to the Bank's satisfaction, removal of debris, sand, left over material, cover paper, plastic etc will be part of scope of the work of the bidder.

After completion of one-year defect liability period, entire system will be under all-inclusive comprehensive Annual Maintenance contract for a period of 9 years.

Technical Specifications:

No. of bollards:

K12 rated electro hydraulic movable bollards – 06 Nos in each set.

Set of bollards – 01 set.

1.0 SCOPE

This defines the specifications for electro-hydraulic bollard, consisting of six vertical lift retractable bollards operating in various combinations as detailed below, Hydraulic circuit, Controls and Logic Circuits and related features.

2.1 SYSTEM CONFIGURATION

2.1 BOLLARD(S)

2.1.1 Bollard Construction: Bollard shall be a below ground assembly containing a heavy steel cylindrical weldment capable of being raised to an above ground guard position. The guard position shall present a formidable obstacle to an approaching vehicle. Bollard should have steel grade of ST 37 or better.

2.1.2 Bollard Arrangement: Each system shall have a total of 6 Bollards arranged and shall be operated in following combinations:

- a) All six bollards should operate simultaneously

b) Individually

2.1.3 Bollard Height: Height of the Bollard shall be as measured from the top of the foundation frame to the top of the Bollard assembly. (**Bollard height should be at least 900mm**).

2.1.4 Bollard Diameter: Bollard shall be in diameter at least 323mm having wall thickness of 18 mm or better.

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

2.1.6 Each Bollards should be capable K12 rated (i.e. minimum impact of 7.5ton load truck at speed of 50mph) and should be physically tested from the agencies like TRL, MIRA, KARCO for crash rating for single bollard. The K12 Bollard is a crash rated bollard that is tested and certified with ASTM F2656-07 M50 (K12) rating which has the ability the stop a 15,000 lbs. vehicle at 50 mph making it an elite bollard barrier.

The penetration rating for the K12 Bollard shall be less than 1 meter. Test certificate of the quoted make and model of bollard from accredited agencies like TRL, MIRA, KARCO must be submitted. The firm should upload all the test certificates on MSTC portal issued by any of the certifying agency mentioned above for the make and model of the Bollard quoted along with the tender Part I.

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

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

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

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

2.1.11 Safety Interlock Detector: A Bollard vehicle detector safety loop (induction loop) shall be supplied to prevent the bollard from being accidentally raised under an authorized vehicle. The detector shall utilize digital logic fully automatic tuning for

stable and accurate long-term reliability. The output of the detector shall delay any Bollard rise signal (except for emergency command) when a vehicle is over the loop.

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

2.1.13 Environmental Data (Please supply the following):

Bollard shall operate satisfactorily under the following environmental conditions:

Extremes in temperature - 0°C to 60°C

Rainfall: Yearly average 1100mm.

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

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

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

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

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

2.2 HYDRAULIC POWER UNIT (HPU)

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

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

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

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

2.3 CONTROL AND LOGIC CIRCUITS

2.3.1 Control Circuit: The controls will be PLC based. A control circuit shall be provided to interface between all Bollard control stations. This circuit shall contain all relays, timers and other devices necessary for the Bollard operation. The control circuit shall operate on 230 volts, single phase, 50 Hz power supply. An internally mounted transformer shall reduce this to 24V AC (optionally 24V DC) for all external control stations.

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

2.3.3 Control Panel: A control panel shall be supplied to control the Bollard operation. This panel shall have a key lockable main switch with “main power on” and “panel on” lights. Push Buttons for “UP”, “DOWN”, “STOP” and “MIDDLE STOP” positions for each Bollard shall be provided. Bollard position indicator lights

shall be included for each Bollard. The control panel shall operate on 24 VAC (optionally 24VDC).

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

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

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

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

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

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

Place:

Date:

Seal and Signature of the Tenderer

Details of Technical parameters

(To be furnished by tenderers)

Sr. No.	Particulars	Offered by the tenderers
1.	Make	
2.	Type and model No.	
3.	K12 crash certified	
4.	Bollard length/Height	
5.	Bollard Diameter	
6.	Electric Motor Capacity / Rating	
7.	Protection class & Certification	
8.	Power consumption	
9.	Power supply/operating voltage	
10.	Operating time	
11.	Corrosion protection	
12.	Operation temperature range	
13.	Arrangement to operate the bollards for 3 full cycles during mains power off condition.	
14.	Electric controls	
15.	Size of barrier housing	
16.	Foundation details	
17.	Thickness of the Bollard sheet	
18.	Type of Hydraulic oil	

Place:

Signature of Tenderer

Date:

Name and Designation

Name of firm

Seal

CHECKLIST
COMMERCIAL CONDITIONS

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part- I.	
2.	EMD	DD/ Bank Guarantee/NEFT for Rs 50,000/- in favour of RBI Bengaluru No interest shall be payable on EMD.	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	04 months from 10 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	@0.25% of actual value of work per week subject to a maximum of 10% of the actual value.	
6	Penalty during warranty & AMC period	Rs. 500/- per day if defect is not rectified within 24 hours of intimation through phone/e-mail/fax as per details terms and condition in the tender.	
7	Guarantee	One year after the date of virtual completion.	
8	Terms of payment	As per terms and conditions	
9	Insurance	Shall include for 1. Contractor All Risk Policy including storage, installation, testing and commissioning etc., 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	
10	Pre-dispatch inspection & tests	Testing facility of equipment shall be	

	at factory	made available at factory and same shall be carried out satisfactorily in presence of Bank's Engineer. Dispatch clearance will be given after inspection of material quality and successful performance at factory. In addition to above air quality tests will also be carried out at site conditions after running equipment for specified time before its final acceptance.	
--	------------	--	--

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Annexure 'A'

Details of qualifying works done

(Centralized Crash Rated Electro – Hydraulic Bollard system Works completed during the last 5 years each qualifying minimum eligibility criteria)

Sr. No.	Details		client (1)	client (2)	client (3)
1	Name of the Organization where the centralized Crash Rated Electro – Hydraulic Bollard system has been installed and address.				
2	Name and contact Number/ email address of the in charge of the above work				
3	a	Details of the work			
	b	Make and model (Preferably mention the same make and model as offered to the Bank)			
	c	Capacity of the centralized Crash Rated Electro – Hydraulic Bollard system			
4	Whether the work was carried out under Architect/ Consultant, if so, details.				

(Attach TDS certificate in case of private companies)

Date

Signature of Tenderer:

Annexure B

Client's Certificate Reg. Performance of Contractor

Name & address of the Client:

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

Customer signature

Annexure – ‘C’

Format of Banker's certificate

CARE: To be uploaded along with Part-I of the tender

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).
2024-2025:
2023-2024:
2022-2023:
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._____ Lakhs.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Bengaluru.

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

Annexure – ‘D’

Details of Service Set up at Bengaluru

Sl.No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spare parts of the crash rated electro-hydraulic system have been stocked.	

Seal of company & Signature

Annexure 'E'

Undertaking for no technical deviation

We confirm that all technical terms and conditions and specifications of the Bank are acceptable to us. There will be no deviation proposed in the tender.

Seal & Signature of tenderer

Date:

Annexure 'F'

Details of Bankers

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

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

Seal of company

Signature

Name

Designation

Date

Annexure 'G'

Format for power of attorney for signing of application/proposal

(On Non-Judicial Stamp Paper of appropriate value)

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

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-320 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

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

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

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru. The Banks' decision in this regard shall be final and binding.

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

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

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

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

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

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

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

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

Bank Manager
(Banker's seal)

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:

The Regional Director
Reserve Bank of India
Estate Department
Bengaluru- 560001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messers _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, 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 suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof

being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities 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

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

Annexure 'K'**ECS/ NEFT mandate form****(Mandate for receiving payments through ECS /NEFT from RBI, Bengaluru****All entries should be filled in neatly and legibly in Capital letters**

Details of the Vendor												
1	Name of the Vendor											
2	Address of the Vendor											
3	Email ID of the Vendor											
4	Phone Number											
5	Mobile Number	0										
6	Contact Person											

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor																
1	Name of the Bank															
2	Name of the Branch															
3	Address of the Bank Branch															
4	IFS Code (11 digits)															
5	MICR Code (9 digits)															
6	Bank account type (SB-10/ CA-11 / CC - 13)															
7	Core Banking															

Account No.																			
-------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque**
- (2) Photocopy of your PAN card**
- (3) Proof of GST registration**

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date _____

Signature of the Vendor/ Account holder

Place _____

Vendor Common Seal

The Mail ID of Estate Department for Communication:
estateBengaluru@rbi.org.in

Annexure 'L'

Complaint Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure 'M' - Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To,
The Regional Director
Reserve Bank of India
Estate Department
Bengaluru- 560001.

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

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

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we (Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest

Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the
authorized signatory of the firm

Date:

Annexure 'N'

Undertaking for maintenance confirmation by the tenderer

To,
The Regional Director
Reserve Bank of India
Bengaluru-560001

Dear Sir

Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

We hereby undertake to satisfactorily maintain the above system installed by us in your premises for a period of not less than 10 years from the date of handing over the system.

In the unlikely event of M/s _____ the original equipment manufacturers, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the Comprehensive Annual Maintenance Contract for the period accepted as above.

Yours faithfully,

For _____

Seal and Authorised signatory



भारतीय रिज़र्व बैंक, बेंगलुरु
Reserve Bank of India, Bengaluru
संपदा विभाग Estate Department
बेंगलुरु Bengaluru

(Website: www.rbi.org.in)

(केवल ई-निविदा e-Tendering only)

Tender Document Part-II
(Price Bid)

कार्य का नाम: भारतीय रिज़र्व बैंक, बेंगलुरु के प्रवेश/निकास द्वार पर क्रैश रेटेड इलेक्ट्रो-हाइड्रोलिक बोलार्ड सिस्टम के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा

Name of work: Tender for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

RBI/Bengaluru Regional Office/Estate/15/25-26/ET/210

(To be submitted via MSTC V3 portal only)

Date from which e-Tender will be available on MSTC website	June 20, 2025; 12 PM onwards
Date & time of Pre-bid meeting	July 17, 2025; at 11.00 AM
Last date of submission of e-Tender	July 30, 2025; till 10.00 AM



संपदा विभाग/Estate Department
बेंगलूरु / Bengaluru

Tender for Design, Supply, Installation, Testing and Commissioning of Crash Rated Electro – Hydraulic Bollard System at Entry/Exit gate of Reserve Bank of India, Bengaluru

भाग2 / PART-II (Price Bid)

RBI/Bengaluru Regional Office/Estate/15/25-26/ET/210

Sl. No.	Description	Qty	Rate	Amount
1	<p>Design, Supply, Installation, Testing and Commissioning (DSITC) of K12, 7.5ton at 50mph with Dia 323mm \pm23mm IP68, LED lighting with reflective bands, Crash Rated Electro-Hydraulic SS 304/316 Bollard System having Six number (06 Nos.) of blocking segments and in-built hydraulic power unit with each bollard. These bollards are engineered to meet specific performance standards like ASTM and ISO 22343 ensuring they can withstand the intended impact levels.</p> <p>The rate quoted shall be inclusive of all the civil work required for completion of the work including road cutting, excavation, back filling, M30 concreting plastering and finishing the work area and excavated, surrounding area to the ground level as directed with good practices of civil work and as per standard norms. Rate should be inclusive of transportation, labour etc –(A)</p>	01 set		
	GST @ 18%			
	(A)		Capital Cost	

2	Rebate for dismantling, removing and taking away under buy back scheme- the existing electrohydraulic crash rated boom barrier and associated pump motor, panel, all accessories etc. and making the site ready for installation of bollards. The quoted rate should be inclusive of GST- (B)	01 set		
3	All-inclusive Comprehensive Annual Maintenance Charges per year including the cost of consumables required for the entire year and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender. Rate shall be inclusive of prevailing GST, transportation, labour etc. (further any increase in GST by statutory body shall be updated on time to time) - (C)	01 set		

Net Owning cost of the system = Capital Cost (A) – Rebate offered under buyback for old CRB(B) + (AMC charges (C) x MF)

Place:

(Signature of the Contractor)

Date:

Name and Address of the Contractor