

# स्चना प्रौदयोगिकी विभाग / Department of Information Technology

# भुवनेश्वर / Bhubaneswar

# **Tender Notice**

Tender for Laying of LAN cables along with I/O Port from Switch Room to Workstations in third Floor, Bank's Main Office Building, Bhubaneswar

- 1. Department of Information Technology, Reserve Bank of India, Bhubaneswar invites sealed tenders in two parts (offline mode) for the above work from eligible firms/contractors fulfilling the eligibility criteria as specified in Section I of Tender Documents. The work is estimated to cost ₹4.16 lakh and is to be completed within 7 days from the 3rd day of work order.
- Tenders will be available for view /download from the RBI website to all bidders from 11 AM of May 07, 2025.
- 3. In case the downloaded tender document is intended to be submitted, all the information / documents, mentioned in the tender, will have to be submitted at Department of Information Technology, Reserve Bank of India, Bhubaneswar in a sealed cover addressed by name to Regional Director, Reserve Bank of India, Department of Information Technology, Bhubaneswar up to 14:00 hours on May 20, 2025 for Banks' examination. Tenderers are requested to submit their filled-in tender forms within stipulated time. If any of the intended tenderer is not found to possess the required eligibility as per Section I of the tender, his tender will not be accepted by the Bank, for further processing.
- 4. Tenders only in the prescribed form shall be accepted; Part-I of the tender should contain documents relating to eligibility criteria of the tenderer and the Bank's standard technical and commercial conditions, if any for the proposed work, tenderers' covering letter, and be sealed in one cover, super-scribing Part I. The Part-II of the tender should contain only the price bid/bill of quantity in the prescribed format. Both these sealed envelopes of part-I and part-II should be sealed in one cover super-scribing, "Tender for Laying of LAN cables along with I/O Port from Switch Room to Workstations in third Floor, Bank's Main Office Building, Bhubaneswar". The quotation shall be submitted in sealed envelope containing proof of EMD, all commercial

terms and conditions, valid MSME registration certificate in case of EMD exemption and price bid.

The sealed documents shall be submitted / dropped in the tender box kept at the Second Floor, Department of Information Technology, Reserve Bank of India up to 14:00 hours on May 20, 2025. Tenders received after the due date and time will not be accepted under any circumstance.

- 5. Please also note that further addendum / corrigendum will only be published on RBI Website.
- 6. A pre-bid meeting (off-line mode) of the intending bidders will be held on May 15, 2025, at 11 AM at 3rd floor Conference Room, Department of Information Technology, Reserve Bank of India, Bhubaneswar Office.
- 7. Part I of the tenders will be opened at **15:00 hours on May 20, 2025** in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) of the eligible bidder shall be opened on a subsequent date which will be intimated to the bidders in advance.
- 8. Regional Director/Officer-in-Charge, Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all Bids without assigning any reasons and 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. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender.

Regional Director, RBI, Bhubaneswar



# सुचना प्रौदयोगिकी विभाग / Department of Information Technology

# भुवनेश्वर / Bhubaneswar

# **Tender Notice**

Tender for Laying of LAN cables along with I/O Port from Switch Room to Workstations in third Floor, Bank's Main Office Building, Bhubaneswar

Part I / Techno- commercial bid

LAST DATE OF SUBMISSION: - by 14:00 hours on May 20, 2025

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# Disclaimer

Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for Laying of LAN cables along with I/O Port from Switch Room to Workstations in third Floor, Bank's Main Office Building, Bhubaneswar

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

# **SCHEDULE OF TENDER (SOT)**

1		Topdon for Loving a fil ANI cobles also a with 1/2 Don't
'	Name of the Work	Tender for Laying of LAN cables along with I/O Port
		from Switch Room to Workstations in third Floor,
		Bank's Main Office Building, Bhubaneswar
2	Estimated cost of the work	₹4,16,000
3	Mode of Tender	Offline mode
4	Date of issue of tender document (available on RBI website)	May 07, 2025 from 11:00 hours onwards
E	Date and venue of the Pre-Bid Meeting (offline)	May 15, 2025 at 11:00 am in the VC room, 3rd floor, Reserve Bank of India, Pt. Jawaharlal Nehru Marg,
5	iviceting (online)	Bhubaneswar-751001.
6	Earnest Money Deposit (EMD)	8320/- (Rs Eight thousand three hundred and twenty only) in the form of NEFT/ Demand Draft/ Bank Guarantee as per the tender to be submitted in person at Department of
		Information Technology, 2nd Floor, Main Office Building Reserve Bank of India, Bhubaneswar, Odisha – 751001.
7	Last date of submission of DD/ Bank Guarantee for EMD	May 20, 2025 by 14:00 hours
8	Time allowed for completion of the work.	7 days from 3rd day of award of work
9	Last date of Submission of Tender for submission of Techno- commercial Bid (part I) and Financial Bid (Part II)	May 20, 2025 by 14:00 hours
10	Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	May 20, 2025 at 15:00 hours
11	Date & Time opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders subsequently.



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# Reserve Bank of India Department of Information Technology Bhubaneswar

# Section -I

# **Eligibility Criteria**

Tender in two parts is invited for "Laying of LAN cables along with I/O Port from Switch Room to Workstations in Third Floor, Bank's Main Office Building, Bhubaneswar. The work is estimated to cost ₹ 4.16 lakh and is to be completed within 7 days from the 3rd day of award of work.

# The following eligibility criteria should be met by the vendor:

- 1. The vendor should have successfully executed similar works of values:
  - a) Three works each costing not less than the amount equal to 40% of the estimated cost OR
  - b) Two works each costing not less than the amount equal to 50% of the estimated cost OR
  - c) One work costing not less than the amount equal to 80% of the estimated cost during last 5 years (ending December 2024)
- 2. The vendor should have a minimum annual turnover of Rs.4.16 lakh during the last 3 financial years and having a service set up in Bhubaneswar will only be eligible to tender for the work.
- 3. The Tenderers should invariably furnish the following information/documents along with the tender documents so as to satisfy the Bank about their eligibility for participation in the Tendering process.

firm	partnership firm, or a company etc.,) of the composition of the
	firm of contractors in details should be submitted along with
	name(s) and address (es), of the partner's copy of the Articles
	of Association/ Power of Attorney/other relevant document.
rk experience	Copies of the detailed work orders for the qualifying works
Completion of	indicating date of award, value of awarded work, time given for
ilar works of	completing the work, etc. and the corresponding completion
ecified value	certificates indicating actual date of completion and actual value
ing the	of executed similar works should be enclosed in proof of the
ecified period	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 center, should also be submitted
ent Certificate	Details of the work carried out to be submitted as per format at
qualifying	Annexure- VI from their clients for whom they have carried out
rk	"eligible works" in terms of the eligibility (Pre- qualification)
	criteria explained above.
edit worthingss	Copies of the Income Tax Clearance Certificates/Income Tax
	Assessment Orders along with the latest final accounts of the
	business of the contractor duly certified by a Chartered
	Accountant should be uploaded in proof of their creditworthiness
	and turnover for last three years.
Joined Period	and tamever for last times years.
me(s)	Written Information about the names and addresses of their
i l	bankers along with full details, like names, postal addresses, e-
dress(es	mail IDs, telephone (landline and mobile) nos., fax nos., etc. of
the	the contact executives (i.e. the persons who can be contacted
nkers	at the office of their bankers by the Bank, in case it is so needed)
d their	should be uploaded.
sent	
ntact	
ecutives	
	completion of ilar works of cified value ing the cified period ent Certificate qualifying k  dit worthiness he contractor I their turnover ing the cified period ene(s)  I ress(es the hkers I their sent tact

	Bankers's	To be submitted as per format at Annexure -VII from their
	Certificate	banker/bankers. Bankers' certificates should be on letter
		head of the Bank, sealed in cover addressed to DIT, RBI,
(f)		Bhubaneswar.
		In case of partnership firm, certificate should include
		names of all partners as recorded with the Bank.
	Data la attacata	
	Details of bank	Full particulars of their bank accounts, like account no., type,
(g)	accounts	when opened etc., should be given.
	Nama(a) and	Muitten information about the names and addresses of their
	Name(s) and	Written information about the names and addresses of their
	address(es) of	clients along with full details, like names, postal addresses, e-
(1-)	the Clients and	mail IDs, telephone (landline and mobile) nos., fax nos. etc., of
(h)	their present	the contact executives (i.e. the persons who can be contacted
	contact	at the office of their clients by the Bank in case it is so needed)
	executives	should be uploaded.
	Details of	The client-wise names of work(s), year(s) of execution of work
	completed works	(s), awarded and actual cost (s) of executed work (s),
		completion time stipulated in the contract (s) and actual time
(g)		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 uploaded.

- 4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them.
- 5. Tender documents in prescribed form shall be submitted / dropped in the tender box kept at the Second Floor, Department of Information Technology, Reserve Bank of India, Bhubaneswar, super scribing "Tender for Laying of LAN cables along with I/O Port from Switch Room to Workstations in third Floor, Bank's Main Office Building, Bhubaneswar". Part- I of the tender will contain documents on eligibility criteria and Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter., However, an EMD of ₹ 8320/- (Rs Eight thousand three hundred and twenty only) in the form of NEFT transfer NEFT (The bank details for NEFT are A/c Name: Reserve Bank of India, Bhubaneswar; A/c Number: 186003001; IFS Code: RBIS0BBPA01 (Please read 5th and 10th character of IFSC Code as "Zero")), (Kindly provide the proof of EMD deposit if sent via NEFT to us at email id: ditbhubaneswar@rbi.org.in) or a demand draft favoring Reserve Bank of India payable at Bhubaneswar or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person (if

the EMD mode is other than NEFT) to Department of Information Technology. Reserve Bank of India,

Main Office Building, Bhubaneswar- 751001 by 14:00 hours on May 20, 2025.

6. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be

intimated to the Tenderers in advance.

7. The client's certificate shall be accepted only when the same is signed by an official of the rank of

Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi

Government organization or a PSU and only when they are supported by adequate proof of payment

received by the contractor for the work done by him. The client's certificate issued by the private

organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders

received without the above certificates may be rejected. The Bank shall have the right to

independently verify these certificates. The Bank shall evaluate the said reports before 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.

8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in

part any Tender. The Bank also reserves the right to reject all the Tenders without assigning any

reason there for.

Place: Bhubaneswar

Date: May 07, 2025

Reserve Bank of India

**Regional Director** 

# Reserve Bank of India Department of Information Technology Bhubaneswar

SECTION -II: Form of Tender

The Regional Director
Reserve Bank of India
Department of Information Technology
Bhubaneswar

Dear Sir

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

#### **MEMORANDUM**

A	Description of works	Laying of LAN cables along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar
В	Estimated cost	₹ 4.16 lakh
С	Earnest Money	₹8,320/- (Rs Eight thousand three hundred and twenty only)
D	Retention Money	5% of the executed value/bill will be deducted and retained till 1 year from the date of completion of the work as per the completion certificate
E	Time allowed for completion of the work	7 days from 3rd day of award of work

- 2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma (Annexure -V).
- 3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- 4. I/We understand that you reserve the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefor. We have deposited a sum of Rs. 8320/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.

The Tender is submitted in two parts in separate sealed envelopes as under:

- Part I shall have Eligibility criteria, EMD and all commercial terms and conditions and technical particulars.
- Part II shall have the Price Bid in separate sealed cover in the Bank's proforma.

Dated this	day of	2025.		
For and on beh	alf of M/s			
(Signature with	seal)			
Name _	_		_	
Designation				
Place				
Date				

Witnesses	
(1) Signature with	
Name, address, and date	
(2) Signature with	
Name, address, and date	

# Reserve Bank of India

# **Department of Information Technology**

# Bhubaneswar

#### Section-III

# General Instructions to tenderer(s) & special conditions

Tender for Laying of LAN cables along with I/O Port from Switch Room to Workstations in Third Floor, Bank's Main Office Building, Bhubaneswar. The vendors who have minimum 5 years' experience in the field of undertaking similar works for the office buildings/commercial premises/industrial houses and have, during the last 5 years (ending December 2024), executed successfully similar works individually costing as under

- 1. The vendor should have successfully executed similar works of values: -
- Three works each costing not less than the amount equal to 40% of the estimated cost

OR

b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

 One work costing not less than the amount equal to 80% of the estimated cost during last 5 years (ending December 2024)

AND

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

AND

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

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 on May 15, 2025 at 11:00 hours in the VC room, 3rd floor, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001 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 and study the tender documents.

- 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 number of the clients in the enclosed format.
- 4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened as mentioned above at 15:00 hours of the same day, Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.
- 5. Tenderers are advised to use only the forms downloaded from the website. All the information called for shall be complete in all respects. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

## 6. Validity of tender

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

# 7. Earnest Money

The tenderers shall pay as Earnest Money a sum of ₹ 8320/- (Rs Eight thousand three hundred and twenty only) by NEFT or demand draft or Bank Guarantee in a form (Annexure-V) valid for 6 months, acceptable to the Bank in favour of Reserve Bank of India drawn on a scheduled bank along with Part I of the tender **or** through NEFT by 14:00 hours on May 20, 2025. The Earnest Money Deposit of the successful tenderer shall be released without any interest on the issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after the award of work. The below details may be submitted along with EMD amount.

1	Name of the Account Holder (as appearing in the Bank Account)
2	Account Number
3	Type of Account (Savings, Current etc.)
4	PAN Number
5	Name of the Bank
6	Name of the Branch

7	Address of the Bank	
8	NEFT/IFS Code	
9	Name of the Account	
10	GST Number	

- 8. The rates quoted shall be exclusive of all duties/taxes 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.
- 9. The L1 bidder shall be decided based on grand total amount as per the price bid format.
- 10. Tenderers to quote strictly as per enclosed proforma only. The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank.
- 11. 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

#### 12. Warranty / Defect Liability Period:

- a) The LAN cabling and I/O ports shall be guaranteed against all types of defects for a minimum period of 1 year from the date of handing over. Any defects in the same, found within the warranty period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.
- b) During the warranty period, any fault in the system shall be rectified within 48 hours of receipt of intimation of the defect in the system. In addition to this, if the fault is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The amount spent shall be recovered from the retention money held by the Bank.
- c) In case, the defective systems are not repaired/replaced within 48 hours from the time of reporting of the fault in the system, by e-mail / telephonic calls/ text, penalty amounting to ₹ 500/- per day per incidence of defect will be charged and the amount shall be recovered from the Retention Money Deposit.

- d) A set of service report duly signed by the officials of Department of Information Technology shall be submitted at the end of defects liability period for release of Retention Money Deposit.
- e) All type of consumables should be provided with the work for the entire warranty period for which no extra cost will be paid by the Bank.

# 13. Service facility:

The tenderers shall indicate details of the service centre in Bhubaneswar along with contact numbers as per Annexure-VIII.

# 14. Site visit

Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Confirmation in this respect needs to be furnished in the enclosed Annexure IX along with Part I of the tender.

# 15. Terms of Payment:

The following terms of payment, subject to statutory deductions, shall be applicable to this contract.

- 95% of Payment will be made on the production of the bill post completion of the work/issue of virtual completion certificate
- 5% on completion of defect liability period of 1 year from date of handing over. This amount is held as Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of work during warranty period.
- 16. <u>Completion of work</u>: The work shall be taken up in coordination with civil contractor's and electrical contractor's work and manpower shall be deployed by LAN vendor/tenderer for the particular area as and when necessary, as directed by the Bank.

# 17. Damages for non-completion

The entire work shall be completed within 7 days from the 3rd day of letter of acceptance failing which at a rate of 0.25% of the contract amount per week of delay beyond the stipulated period, will be levied subject to maximum 10% of the contract value and the Employer may deduct such damages from any money due to the Contractor

18. 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.

# 19. Insurance

The contractor should obtain insurance to insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract and submit the copy of such insurance within 5 days from the award of work order. Such policy shall cover the property of the "Employer" only. In default of the contractor in insuring as provided above, the employer may so insure the works and may deduct the premium paid from any money due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default.

The contractor shall take **all risk insurance** amounting to at least the estimated cost of work at own cost to cover **all kinds of risks** from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy including accident cover.
  - 20. Right of Technical Scrutiny of Final Bill The employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to

have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

- 21. The payment for the system will be made by RBI, Bhubaneswar. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Bhubaneswar.
- 22. The contractors shall submit all technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose and do not use their own formats and data sheets. However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender and submit it along with other documents forming a part of tender.
- 23. The tenderers shall give the names and postal addresses of their bankers. In addition to this, bankers certificate as per proforma <a href="Annexure-VII">Annexure-VII</a> also needs to be submitted.
- 24. RBI, Bhubaneswar reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
- 25. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

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

- 25. The Firm shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"
- a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.

- b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.
- d. The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

I/We have under	stood all the a	above-mentioned	conditions a	nd they are	acceptable to
me/us.					

Place:	Signature of Tenderer
Date:	Name:
	Designation
	Name & seal of the firm

**SECTION IV: The Conditions Hereinbefore Referred To** 

Scope o	f Contract
1	The work includes Laying of LAN cables along with I/O Port from Switch Room to Workstations in Third Floor, Bank's Main Office Building, Bhubaneswar. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings
	and/or written instructions, details, directions and explanations.
2	The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank, who shall decide which is to be followed.
Material	s and workmanship to conform the descriptions
3	All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.
Contract	tor's superintendence and representative on the works
4	The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while

the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

# Inspection by officials of Department of Information Technology

5

The work will from time to time be examined by officials of Department of Information Technology, /Bank's Engineer 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 a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's officials.

# **Assignments and Sub-lettings**

6

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/sub-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.

# Schedule of quantities

7

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

# **Sufficiency of Schedule of Quantities**

8

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

#### **Measurement of Works**

9

The Bank's officials 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 in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

# Removal of improper work

10

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 reexecution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

# **Defects after virtual completion**

11

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 1 year after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be

made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as retention money being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

# **Certificate of Virtual Completion and Defect Liability Period**

12

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

#### Insurance in respect of damage to person and property

13

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any of his workmen/employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency

of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk, fire in the joint name of contractor and employer against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks. In default of the contractor ensuring as provided above, the employer may so

ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

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

# **Damages for Non-completion**

14

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time as advised in writing by the Employer, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

# Failure of Contractor to comply with Employer's instructions

15

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

#### **Termination of Contract by the Employer**

16

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

Or

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

Or

shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or

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

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

Or

if the Employer determine that the Contractor

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

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had

been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

## **Certificates and Payments**

17

- 95% of Payment will be made on the production of the bill post completion of the work/issue of virtual completion certificate
- 5% on completion of defect liability period of 1 year from date of handing over. This amount is held as security deposit/ Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of work during warranty period. This amount may be fully/partially forfeited if defects are not attended within defect liability period.

# Contractor to provide everything at his cost

18

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

# No disruption to normal office functions

19

This project is to be executed in an existing occupied building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

# Protection of work and property

20

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer.

### Settlement of dispute by arbitration

21

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final. But if either party be

dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

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

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

# Employer entitled to recover compensation paid to workmen

22

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

#### **Abandonment of Works**

23

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

#### Non- Disclosure Clause

24

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

# Prevention of Sexual Harassment of women at work places:

25

The Firm shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"

- a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.
- d. The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

# Adherence to provisions of various Statutes/Laws:

- 26
- a. The Firm shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statues that may be applicable to them and rules made there under.
- b. The Firm will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the labourers engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.

# **SECTION V Technical Specification**

The scope of work covers to complete Tender for LAN cabling along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar in accordance with detailed specifications.

 LAN point wiring to be done from switch to workstation/cabin/user end etc. necessary to complete entire LAN cabling work and directed by officials of Department of Information Technology as indicated below -

The following shall be deemed to be included in the lan works: -

- (a) LAN cables that will pass through walls, floor etc from switch room to the work stations/cabins/network points.
- (b) All metal/PVC blocks, boards and boxes flush or surface type including those required for mounting switches, sockets.
- (c) All fixing accessories such as jointers, patch cords, clips, nails, screws, phil plug, rawl plug, wooden plug, hardware materials etc. as required
- 2. Materials: All materials, fittings and appliances used in the LAN cabling shall be of the best quality obtained and of approved manufacture and shall conform to the latest Indian Specifications wherever these exist. The tenderer must submit along with the tender the names of manufacturers, categories, etc. of material and fixtures which they propose to use.
- 3. Workmanship: Good workmanship and neat appearance are the prerequisites for compliance with the various sections of these specifications. The work shall be carried out under direct supervision of a person holding valid certificate of competency issued by the State Government and in accordance with the statutory rules and regulations in force. The relevant
  - I.S.I. code of practice shall be followed wherever applicable.
- 4. LAN wiring related termination, testing and commissioning shall be done by qualified experienced IT person(Skilled). Sufficient manpower shall be deployed by contractor at site to ensure progress of work in coordination with civil contractor.

#### **Additional Specifications: -**

(a) Any damage to walls, floors etc. during installations and erection must be repaired by the contractor to match the original surface for which no extra amount will be paid. (b) Approved materials and fittings shall only be used. The Contractor shall replace the unapproved materials and fix new at his own cost.

(c) The contractor shall test in the presence of officials of Department of Information

Technology /Bank's Engineer that all the LAN connections are working in order

and submit a test report.

(d) Intending tenderers are advised to study all the drawings specifications,

conditions etc. in detail and inspect the site before submitting tenders so as to

ascertain the nature and scope of the work involved and the method to be adopted

in executing the work.

(e) The rate quoted shall include cost of cutting holes and chase in walls, floor slabs,

repairing the same and restoration of original surface. Nothing extra shall be

entertained on this account.

(f) The contractor will also be required to submit the `Form of Completion Certificate'

in the required Performa.

Place:

Signature of the Tenderer

with Seal Date:

**SECTION VI** 

Safety Code/ FIRE SAFETY

1. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.

2. LAN cables/wires used shall be properly rated and joints should be avoided. If

there, the joint should be proper and insulated.

3. Personal protective equipment such as safety shoes, hand gloves, welder's mask,

ear plugs, etc. as applicable depending upon the requirement of the work, shall

be used by the workmen to prevent occupational health hazards.

4. None of the passages lift lobby and staircases shall be used for stacking /

dumping any kind of materials/waste.

30

5. The work site shall be properly illuminated during the work. During the work, the tenderer shall ensure the materials/equipment are covered properly to avoid gathering of dust.

6. All the LAN cabling works should be carried out by licensed/ authorized technician.

7. 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.

8. None of the passages near AC lobby and staircases shall be used for stacking / dumping any kind of materials/waste.

9. The staircase doors shall be normally kept closed.

10. None of the fire extinguishers shall be removed/shifted from its designated location.

11. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature and Seal of the Contractor Date:

## **Appendix Hereinbefore Referred To**

1.	Defects Liability Period	12 months from the date of issue of virtual
		completion certificate.
3.	Date of commencement	3rd day from the date of work order.
4.	Date of completion	7 days from the date of commencement.
5.	Liquidated Damages	0.25% of the contract amount per week subject to a maximum of 10% of the work value.
6	Retention Money	5% of bill value

Place: Seal & Signature of the contractor Date:

## **Section VII: Unpriced Schedule of Quantity**

Tender for Laying of LAN cables along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar

SI.	Description	Make/Model	Unit	Quantity
no.				
01	Wiring for 65 Nos LAN points – Supply & laying wiring for LAN point from LAN switch to workstation/cabin by using CAT 6 wires in FRLS PVC medium duty/ conduit/PVC casing on pillars/walls/beams and through existing race way and workstation slots	PVC conduit  - Precision/AK G/Sanco/Kinj al or equivalent	Nos	65
02	Providing and supplying 65 nos of RJ-45 CAT 6 E LAN I/0 Network keystone jack fitted in one single module face plate fixed on workstation/wall panel/user end.	D link/legrand	Nos	65
03	Switch Side Patch Panel (24 port each)  Termination of the LAN wire at both ends (i/o end CAT 6 wire punching and LAN switch end by crimping RJ45 male connector and properly tagged, complete with testing and commissioning for item no 1 & 2	D link/legrand	Nos	03
04	Supplying 2 mtr length patch cord (only company made)	D link/legrand	Nos	130

## **Annexure I**

## Commercial Checklist (To be filled and submitted with Part I)

Tender for Laying of LAN cables along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar

Sr.	Descriptio	Bank's terms	Acceptance	or
No	n		otherwise of the	
			Bank's terr	ns
1.	Validity	90 days	Yes/No	
2.	EMD	₹.8320/- (Rs Eight thousand three hundred and twenty only) as DD / BG (as per Annexure-V) / NEFT in favour of Reserve Bank of India to be delivered in physical form (DD/BG in original form) at Department of Information Technology , Reserve Bank of India, Bhubaneswar on or before 14.00 hrs on May 20, 2025. No interest shall be payable on EMD.	Agreed / Not agreed	
3.	Terms of payment	5% on completion of defect liability period of 1 year from date of handing over. This amount is held as security deposit/ Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of work during warranty period. This amount may be fully/partially forfeited if defects are not attended within defect liability period.	Acceptable / Not Acceptable	

4.	Amount/Price	<ul> <li>Shall remain firm for the entire period of contract</li> <li>Shall be inclusive of all taxes, duties, levies, octroi during the contract period.</li> </ul>	Yes/No
5.	Defect liability period	12 months from date of handing over	Yes/No
6	Completion period	7 days from 3 <sup>rd</sup> day award of work	Acceptable / Not Acceptable
7	Liquidated damages	0.25% of the contract amount per week subject to maximum of 10% of work value.	Acceptable / Not Acceptable
8	Insurance	Shall include for Contractor All Risk Policy including installation, testing and commissioning etc.	

I/we confirm acceptance of all the above conditions.

Place: Seal & Signature of the contractor Date:

#### **Annexure - II**

## **List of Approved make of materials**

(To be filled by the bidder and submitted along with Part – I)

Sr.No.	Name of Item	Approved Makes	Makes offered by contractor
1	PVC conduit and casing capping	Precision/AKG/Sanco/Kinj al or equivalent	
2	LAN I/o socket & Jack	D link/legrand	
3	LAN cable and patch cord (only company made)	D link/legrand	
4	Switch Side Patch Panel	D link/legrand	

**Note**: contractor should indicate the makes of materials offered by him. If such make is not indicated, the choice of make will be selected by the Bank.

NAME AND ADDRESS OF THE CO	ONTRACTOR:
SIGN & SEAL OF THE CONTRACT	ΓOR:
Date :	
Place:	

#### **Annexure-III**

### PROFORMA FOR LIST OF CLIENTS

(To whom works of similar scope each qualifying minimum eligibility criteria have been completed in the last 5 years).

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name, Address, fax and telephone numbers			
2	Project name, location and address			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/ Consultant, if so, details			

(Add more columns in case of more than 3 clients)

#### **Annexure IV**

#### ARTICLES OF AGREEMENT

#### [To be submitted by successful tenderer upon award of work]

(On the Rs.100/- stamp paper)

ARTICLES OF AGREEMENT made the day of
between the Reserve Bank of India, (hereafter called "The Bank") of the one part and
(thereinafter called "the
Contractor") of the other part.
WHEREAS The Bank is desirous to carry out "Laying of LAN cables along with I/O Port
, , ,
from Switch Room to Work Stations in Third Floor, Bank's Main Office Building
Bhubaneswar" and has caused specifications describing the works to be one.
AND WHEREAS the said specifications, scope of work, the Schedule of Quantities have
been signed by or on behalf of the parties hereto.

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

#### NOW IT IS HEREBY AGREED AS FOLLOWS -

1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Tenderer shall, upon and subject to the said conditions,

- execute and complete the work shown and described in the said specifications and the schedule of quantities.
- 2 The Employer shall pay the Tenderer the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- 3 The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
- 4 The specification, penalty clauses, agreement and documents mentioned herein shall form the basis of this Contract.
- 5 This Contract is deemed to be "Laying of LAN cables along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar."
- The Tenderer shall afford every reasonable facility for carrying out of all works relating LAN cabling, installations, fittings, testing and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.
- 7 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 8 Time shall be considered as the important factor of this Contract and the Tenderer hereby agrees to commence the work from the 5th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 7 days subject nevertheless to the provisions for the extension of time.
- 9 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Bhubaneswar
- 10 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhubaneswar and only courts in Bhubaneswar shall have jurisdiction to determine the same.
- 11 The several parts of this Contract have been read by the Tenderer and fully understood by the Tenderer.

- 12 The tenderer will comply with all the provisions of prevention of the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.
- 13 The Firm shall be responsible to adhere to the provisions of all relevant labour laws.

•	·
If the contractor is a	IN WITNESS WHEREOF The Bank and the
Partnership or an Individual	Contractor have set their respective hands to
	these presents and two duplicates hereof the
	day and year first hereinabove written.
If the contractor is a Company	IN WITNESS WHEREOF The Bank has set its
	hand to these presents through its duly
	authorised official and the Contractor has
	caused its common seal to be affixed hereunto
	and the said two duplicate/has caused these
	presents and the said two duplicates hereof to
	be executed on its behalf, the day and year first
	hereinabove written.
Dated this day of 2025	

	•
	be executed on its behalf, the day and year first
	hereinabove written.
Dated this day of 2025.	
For and on behalf of M/s	
(Signature with seal)	
Name	
Designation	
Place	
Date	
(Certified true copy of the Power of A	attorney of the above signatory should be enclosed).
Witnesses	
(1) Signature with	
name, address, and date	
(2) Signature with	
name address and date	

#### **Annexure V**

#### PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

## [Original Document needs to be submitted before the Due Date of Submission of Tender, if this EMD payment method is opted]

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

This deed of guarantee made this day of two thousand
petween (Name of Banker) having its registered office a
(place) and one of its local offices at (hereinafted
eferred to as the Surety), and Reserve Bank of India, a Corporation constituted by the
Reserve Bank of India Act, 1934, having its Central Office at Central Office Building
Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the
Bank).
WHEREAS (tenderer's name hereinafte
eferred to as 'Tenderer') a Company registered under and having it
egistered office at is bound to deposit with the Bank by way of earnest mone
NR 8320/- (Rs Eight thousand three hundred and twenty only) in connection with fo
aying of LAN cables along with I/O Port from Switch Room to Work Stations in Thire
Floor, Bank's Main Office Building, Bhubaneswar and the specifications and terms an
conditions enclosed therein.
WHEREAS the tenderer as per clause No of Section III of Instructions to Tenderer
and special conditions has agreed to furnish a Bank Guarantee valid up to instead of
deposit of earnest money in cash.
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 8320/- (Rs Eight thousand three hundred and twenty 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 for Laying of LAN cables along with I/O Port from Switch Room to Work Stations in Third Floor, Bank's Main Office Building, Bhubaneswar. 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 8320/- (Rs Eight thousand three hundred and twenty 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

by the Bank.	eing given to the Surety
9.Notwithstanding anything contained hereinabove, unless a con	, the Surety
10. The Surety has the power to issue this guarantee under Articles of Association and the person who is hereby execunecessary powers to do so under the Power of Attorney grantees.	iting this deed has the
SIGNED AND DELIVERED	
For and on behalf of	
For and on behalf of above-named Bank.	
(Banker's Name and Seal)	
	Branch Manager (Banker's seal)
	,

## Annexure-VI

## **CLIENT'S CERTIFICATE & PERFORMANCE OF CONTRACTOR**

1	Name	ጲ	address	of the	Client
ı	value	Œ	auulcoo	OI LIIC	Olicit

Details of Works executed by Shri /M/s:

	_ <del>_</del>	
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?	qualified
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 contra	actor.

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 behaviour	Outstanding/Very Good/Good/Satisfactory/poor

Note: All columns should be filled in properly countersigned

#### **Annexure-VII**

#### FORMAT OF BANKERS' CERTIFICATE

Sr. No.	Description	Details
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)	
	2023-24	
	2022-23	
	2021-22	
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	
8	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 ₹4.16 lakhs.	

(Signature)

For the Bank

#### Note:

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

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

#### Annexure - VIII

#### **DETAILS OF SERVICE SET UP OF THE FIRM**

Accepted the specifications and agreed to carry out the work as specified in tender. The details of service set-up is as given below:

Details of Service Setup in Bhubaneswar		
А	Address	
В	Telephone numbers	
С	FAX numbers	
D	Email address	
E	Contact person (name and Mobile No)	

- 1. Please specifically indicate the details of the office as above, from where the service for the proposed units at Bhubaneswar will be offered.
- 2. Please attach additional sheet wherever required.

Seal and Signature of the contractor

### **Annexure-IX**

# UNDERTAKING REGARDING SITE VISIT BY THE TENDERER IN ORDER TO UNDERSTAND THE WORK

То	
Regional Director	
Reserve Bank of India	
Department of Information	n Technology
Bhubaneswar	
Dear Sir,	
"Laying of LAN cables ale	ong with I/O Port from Switch Room to Work Stations in Third
Floor, Bank's Main Office	Building, Bhubaneswar."
We,	, the tenderer for the above work confirm
that we have visited the	site and understood the proper details of the existing system,
working presently and als	so the scope of work for the proposed system. We are ready
to proceed with the propo	osed work in terms of this tender and further ready to provide
service support for the ne	ew system.
Date:	(Name and address of the company with Company Seal)



## Department of Information Technology Bhubaneswar

# Department of Information Technology Bhubaneswar

(Part II)

**Price Bid** 

Name of Tenderer

Address

#### **Annexure X**

## Part - II (Price Bid)

**Name of work: Tender for** Laying of LAN cables along with I/O Port from Switch Room to Workstations in Third Floor, Bank's Main Office Building, Bhubaneswar

S	Description	Make/Model	Unit Price in INR (exclusive of GST) (a)	Quantity (b)	Total Price (a)*(b)
0 1	Wiring for 65 Nos LAN points –  Supply & laying wiring for LAN point from LAN switch to workstation/cabin by using CAT 6 wires in FRLS PVC medium duty/ conduit/PVC casing on pillars/walls/beams and through existing race way and workstation slots	PVC conduit  - Precision/AK G/Sanco/Kinj al or equivalent		65	
0 2	Providing and supplying 65 nos of RJ-45 CAT 6 E LAN I/0 Network keystone jack fitted in one single module face plate fixed on workstation/wall panel/user end.	D link/legrand		65	
0 3	Switch Side Patch Panel (24 port each)  Termination of the LAN wire at both ends (i/o end CAT 6 wire punching and LAN switch end by crimping RJ45 male connector and properly tagged, complete with testing and commissioning for item no 1 & 2	D- link/legrand		03	
0 4	Supplying 2 mtr length patch cord  Grand Total	D link/legrand		130	

- Rates quoted should be exclusive of all taxes.
- Site inspection must be done before quoting.
- L1 bidder will be based on the grand total amount
- Rates shall be quoted on separate sealed cover in the Bank's proforma only but not on any of the uploaded documents, failing which, the submitted bid shall be rejected.

Date:	Signature of Tenderer with Seal
Place:	