



रिज़र्व बैंक स्टाफ महाविद्यालय / RESERVE BANK STAFF COLLEGE
संपदा कक्ष, चेन्नै - 600 018 / Estate Cell, Chennai - 600 018

निविदा आमंत्रण सूचना

रिज़र्व बैंक स्टाफ कॉलेज (जिसे आगे "नियोक्ता" कहा गया है) चेन्नई स्थित रिज़र्व बैंक स्टाफ कॉलेज में क्रैश रेटेड (K4) बूम बैरियर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के लिए प्रस्तावित क्रैश रेटेड बूम बैरियर के अधिकृत डीलर/वितरक/ओईएम से दो भागों वाली प्रणाली (भाग-I और भाग-II - मूल्य बोली) के तहत ई-निविदा आमंत्रित करता है। निविदा अनुसूची (SOT) के अनुसार निविदा प्रक्रिया MSTC लिमिटेड के ई-निविदा पोर्टल (<http://mstcecommerce.com/eprochome/rbi>) के माध्यम से की जाएगी।

कार्य की अनुमानित लागत 19.53 लाख रुपये है और स्थापना कार्य आदेश जारी होने की 10 तारीख से 90 दिनों के भीतर (आदेश की तारीख सहित) पूरी होनी आवश्यक है।

निविदाकर्ताओं को ई-निविदा संबंधी निर्देशों के अनुसार, सभी सहायक दस्तावेजों सहित अपना प्रस्ताव 30 जून, 2026 को दोपहर 2:00 बजे तक इलेक्ट्रॉनिक रूप से जमा करना होगा। निविदाकर्ताओं को निविदा में निर्धारित ₹39060/- की वापसी योग्य ईएमडी के साथ निविदा प्रस्ताव जमा करना होगा। निविदा की तकनीकी बोलियां (भाग-I) 30 जून, 2026 को दोपहर 3:00 बजे इलेक्ट्रॉनिक रूप से खोली जाएंगी। यदि ऊपर उल्लिखित किसी भी तिथि को अवकाश घोषित किया जाता है, तो संबंधित प्रयोजन के लिए अगला कार्य दिवस प्रभावी होगा। केवल उन्हीं निविदाकर्ताओं की वित्तीय बोलियां (भाग-II) खोली जाएंगी जो भाग-I दस्तावेजों के मूल्यांकन पर पात्र पाए जाते हैं, निविदाकर्ताओं को उचित सूचना के साथ केवल इलेक्ट्रॉनिक माध्यम से।

निविदा दस्तावेज वेबसाइट www.rbi.org.in और www.mstcecommerce.com से डाउनलोड किए जा सकते हैं। इस निविदा से संबंधित कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर ही अपलोड किया जाएगा। निविदाकर्ता को निविदा जमा करने से पहले उपरोक्त वेबसाइट/ई-पोर्टल पर किसी भी संशोधन/शुद्धिपत्र/स्पष्टीकरण की जांच अवश्य कर लेनी चाहिए। नियोक्ता सबसे कम निविदा स्वीकार करने के लिए बाध्य नहीं है और उसे किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित है। नियोक्ता को बिना कोई कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

प्रधानाचार्य
रिज़र्व बैंक स्टाफ कॉलेज
359, अन्ना सलाई, तेयनमपेट
चेन्नई - 600 018

a. ई-निविदा संख्या	आरबीआई/आरबीएससी/एस्टेट/1/26-27/ईटी/157
b. निविदा का नाम	रिजर्व बैंक स्टाफ कॉलेज, चेन्नई में क्रेश रेटेड (के4) बूम बैरियर की आपूर्ति, स्थापना, परीक्षण और चालू करना।
c. निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I – पूर्व-योग्यता मानदंड और तकनीकी-वाणिज्यिक बोली तथा भाग II - मूल्य बोली www.mstcecommerce.com/eprochome/rbi के माध्यम से)
d. निविदा आमंत्रण सूचना (एनआईटी) की तिथि प्रतिभागियों के लिए डाउनलोड करने हेतु उपलब्ध है	9 जून 2026 दोपहर 2:00 बजे
ई. बयाना राशि जमा (सूक्ष्म एवं लघु उद्यमों को बयाना राशि जमा करने से छूट है)	₹39060/- एनईएफटी द्वारा लाभार्थी का नाम: आरबीएससी चेन्नई आईएफएससी: आरबीआईएस0एससीपीए01 खाता संख्या: 186003001 (या) निर्धारित प्रारूप में बैंक गारंटी
f. बोली-पूर्व बैठक	12 जून, 2026, सुबह 11:30 बजे, सम्मेलन कक्ष, RBSC में।
g. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि www.mstcecommerce.com/eprochome/rbi पर उपलब्ध है।	16 जून 2026 दोपहर 2:00 बजे
h. तकनीकी-वाणिज्यिक बोली और मूल्य बोली के साथ ईएमडी जमा करने के लिए ऑनलाइन ई-निविदा जमा करने की अंतिम तिथि।	30 जून 2026 दोपहर 2:00 बजे
i. निविदा खोलने की तिथि/समय भाग-I	30 जून 2026, दोपहर 3:00 बजे (भाग-II, भाग-I के मूल्यांकन के बाद बाद में खोला जाएगा। भाग-II के खुलने की सूचना योग्य निविदाकर्ताओं को दी जाएगी।)
j. लेनदेन शुल्क	एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान एमएसटीसी पेमेंट गेटवे के माध्यम से एनईएफटी द्वारा एमएसटीसी लिमिटेड के पक्ष में करें।



**Reserve Bank Staff College
Estate Department
Chennai- 600 018**

**Supply, Installation, Testing and Commissioning of Crash Rated
(K4) Boom Barrier at Reserve Bank Staff College, Chennai**

Part I

Name of the tenderer _____

Address _____

Due date of submission _____

**Reserve Bank Staff College
Estate Cell, Chennai**

DISCLAIMER

Reserve Bank Staff College, Estate Cell, Chennai, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank Staff College 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 agencies nor any of their respective officers, employees, agents or advisors 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.

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 RBSC 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.

Reserve Bank Staff College reserves the right not to proceed with the Contract or to change the configuration of the Contract, 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. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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Notice Inviting Tender

Reserve Bank Staff College (hereinafter referred to as “the Employer”) invites e-tenders, under two part system (Part-I and Part-II - price bid) from Authorised dealer / distributor of the OEM / OEM of the offered **Crash rated boom barrier** for the work of “**Supply, Installation, Testing and Commissioning of Crash Rated (K4) Boom Barrier at Reserve Bank Staff College, Chennai**”, as per the Schedule of Tender (SOT). The tendering will be done through the e-Tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>)

The work is estimated to cost Rs. 19.53 Lakh and installation is required to be completed within **90 days** from the 10th day of issue of work order (inclusive of the date of order).

Tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before June 30, 2026 up to 02.00 p.m. Tenderers shall submit tender proposal along with refundable EMD of ₹.39060/-, as prescribed in the tender. The technical bids (Part-I) of the Tender will be opened electronically on June 30, 2026 at 03.00 pm. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part-II) of only those tenderers who are found to be eligible on evaluation of their Part I documents will be opened with due intimation to the tenderers via electronic mode only.

Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Employer reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Principal
Reserve Bank Staff College
359, Anna Salai, Teynampet
Chennai – 600 018**

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RB/RBSC/Estate/1/26-27/ET/157
b. Name of Tender	Supply, Installation, Testing and Commissioning of Crash Rated (K4) Boom Barrier at Reserve Bank Staff College, Chennai.
c. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	June 09, 2026, from 02.00 PM
e. Earnest Money Deposit (Micro and Small Enterprises are exempted from remittance of EMD)	Rs.39,060/- by NEFT Beneficiary Name: RBSC CHENNAI IFSC: RBIS0SCPA01 Account No.: 186003001 (or) Bank Guarantee in the prescribed format
f. Pre-Bid Meeting	June 12, 2026, 11.30 AM at Conference Room, RBSC
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	June 16, 2026, from 02.00 PM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid along with EMD	June 30, 2026, at 02.00 PM
i. Date / time of opening of Tender Part-I	June 30, 2026, at 03.00 PM (Part-II will be opened at a later date after evaluation of Part-I. Opening of Part II will be intimated to qualified tenderers)
j. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through NEFT in favour of MSTC LIMITED
k. Address for Communication	The Principal Reserve Bank Staff College 359, Anna Salai, Teynampet, Chennai-600018 e-mail: - principalrbsc@rbi.org.in

Important instructions for e-procurement through MSTC-portal

Tenderers are requested to read the terms & conditions of this tender before submitting his / their 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 Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The technical bid and the commercial bid have to be submitted online at www.mstcecommerce.com/eprochome/rbi

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 persons (RBSC):

1. Smt. Sasirekha V (AGM, Estate)
044-24302720
 2. Shri. Mohan K (Manager, Estate)
044-24302730
 3. Shri.Rushikesh S Dingare (Assistant Manager, Estate)
044-24302738
 4. Shri. Vivekananthan S (Junior Engineer, Estate)
044-24302727
- email id: principalrbsc@rbi.org.in / estaterbsc@rbi.org.in

Contact person (MSTC Ltd):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri V. Ganesh Moorthy (9176616410)
3. Shri Shanmugam - 9176397264
Google hangout ID - (for text chat) - mstceproc@gmail.com

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/eprochome/rbi. 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 Email 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:

- 1. Earnest Money Deposit** for an applicable sum shall be remitted by all intending tenderer to Bank Account of Reserve Bank Staff College before the closing time and date of bid submission.

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

2. The process involves electronic bidding for submission of Technical and Commercial Bid.
3. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
4. 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 specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save / submit his Technical bid.
5. After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
6. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
7. 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.
8. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
9. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
10. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and

acceptance of the same by the buyer will form a binding contract between buyer and the vendor for execution of supply.

- 11.** It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 12.** Employer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his / their 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.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Section - I
Form of Tender

Place _____

Date _____

The Principal
Reserve Bank Staff College
359, Anna salai, Teynampet
Chennai – 600 018

Dear Sir,

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

MEMORANDUM

(a)	Name of the work	Supply, Installation, Testing and Commissioning of Crash Rated Boom Barrier (K4) at Reserve Bank Staff College, Chennai
(b)	Estimated cost	Rs. 19.53 Lakh
(c)	Terms of payment	As per clause 14 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.39060/-
(e)	Date of Commencement	Within 10 th day of issue of work order (inclusive of the date of order).
(f)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	90 days

2. I/ 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 IV](#)).

3. Should this tender be accepted, I/we hereby agree to abide by and fulfill 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.
5. The Tender is to be submitted in two parts in E-tender mode. Part-I contains all **commercial terms and conditions and technical particulars** and Part-II contains only the price bid in the **Bank's proforma**.
6. I / We do here by declare that there is no case with the Police / Court / Regulatory Authorities against me / us. Also, I / We have neither been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I / We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

Dated this _____ day of _____ **2026**.

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

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

Witnesses

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

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

Section - II

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

E-tender invited for the work of “**Supply, Installation, Testing and Commissioning of Crash Rated Boom Barrier (K4) at Reserve Bank Staff College, Chennai**” comprising two parts, viz, Part I (Techno-Commercial Bid) and Part II (Price Bid). Part-I of the tender should be uploaded and Part II (Price-Bid) containing prices only should be filled-in the respective fields of Price bid format in MSTC website under RBI Portal' not later than **02:00 PM on June 30, 2026**. Part I (Techno-Commercial Bid) of the tender shall be opened at **03:00 P M. on June 30, 2026**.

The work is estimated to cost Rs. 19.53 Lakh and is to be completed within 90 days.

1. Eligibility criteria:

- a) The tenderer must be an Authorised dealer / distributor of the OEM / OEM of the offered Crash Rated Boom Barrier-CRBB (K4 type) with prior experience as detailed in next paragraphs. Necessary documents in support of the above shall be submitted by uploading the documents along with tender Part - I.

Experience of minimum five years: The tenderer must have experience of minimum 5 years in the field of undertaking the work of “SITC of CRBB”. Bidder shall submit the documentary evidence (indicating scope and value of works) in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s)* prior to May 31, 2026.

For establishing the same, the tenderer should submit copy/ies of work order/s for such similar work/s*, which are completed prior to May 31, 2026, and also copy of the respective completion certificate.

- b) **Qualifying Works:** The tenderer must have successfully executed “similar works” during last 5 years ending **May 31, 2026, from May 31, 2021**, should be either of the following:

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

OR

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

OR

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

Note1: *Similar work means ‘Supply, Installation, Testing & Commissioning of Crash rated Boom Barrier of K4 rated or above’.

Note 2: For establishing the aforesaid qualification, the tenderer should submit copy/ies of work order/s for such similar work/s, issued to the tenderer on or after May 31,2021 and also copy/ies of the respective completion certificate/s.

c) Minimum Yearly Turnover: The tenderer must have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2023-24, 2024-25 and 2025-26) supported by audited financial statements.

d) Service set-up: The tenderer must have a service set up in **Chennai** for rendering after sales service. The tenderer shall submit the complete address of the service setup, rent bills, tax bills etc.

Only tenderers who qualify above eligibility criteria 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.

Tenderers shall upload all the documents in the MSTC portal as per the checklist given in [Annexure V](#) with suitable file names as indicated thereto.

Note 3: (Regarding client’s certificate) to be uploaded as per [Annexure IX](#)

- In respect of Government Departments / Public sector Undertakings the client 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.

Note 4 : The tenderer shall submit above document/s, in original, as and when demanded by the Reserve Bank Staff College.

Non-submission of the above documents may lead to disqualification of the tenderer. Bids containing false and / or inadequate information are also liable for rejection.

Part II (Price Bid) of Tender submitted by those tenderers who do not qualify the above conditions will be rejected and the EMD remitted by them will be refunded without any interest, in due course.

2. Tender containing deviations will be liable for rejection. If the tenderers willing to propose any deviations / queries, it shall be sent to the email id: principalrbsc@rbi.org.in, latest by **June 16, 2026**.
3. **Tenderers are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after June 16, 2026.**
4. The Reserve Bank Staff College reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore. The College also reserves the right to accept the tender of any firm.

5. Earnest Money Deposit (EMD)

EMD of a sum as indicated in Schedule of Tender (SOT) shall be remitted to Bank Account of Reserve Bank Staff College. The account details for NEFT transactions are as follows.

Beneficiary Name: RBSC CHENNAI
IFSC: RBIS0SCPA01
Account No.: 186003001

Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled bank for an equivalent amount towards EMD in the proforma enclosed. A tender which is not accompanied by a demand draft or Bank Guarantee towards earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.

6. **Validity of tender:-** The tender shall be valid for a period of **90 days** from the date of opening of the tender.
7. The rates quoted shall be inclusive of all taxes, duties, levies, consumable, transport, packing, forwarding, insurance, loading & unloading, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, installation etc., and shall be for the complete work duly installed and commissioned at site (**GST to be indicated separately for each item while submitting the bid**). 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. No concessional form for any taxes, duties and levies will be issued 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. All payments will be made at RBSC, Chennai and will be in Indian rupees only. **The tenderers are advised to visit RBSC after obtaining prior permission and acquaint themselves with his own responsibility and at their own expenses about all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto before submitting the tender.**
8. The tender shall be accompanied by leaflets / literatures giving complete technical & constructional details along with list of make of components of the equipments offered.

The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

The successful tenderer shall submit a Bar Chart programme for completion of supply, erection & commissioning of the various components & sub assemblies.

Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the **10th day** after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in **clause 10** of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer

The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge

to the Bank.

A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

9. Period of Completion of work: - The entire work of supply, installation, testing and commissioning of the CRBB system shall be completed within a period of 90 days from the 10th day of date of issue of work order (inclusive of the date of order).

10. 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 contract amount, per week**, for the period during which the said works shall so remain incomplete, subject to a **maximum of 10% of the contract amount** and the Employer may deduct such damages from any money due to the Contractor.

11. Warranty / Defect Liability period (DLP) :

Newly installed Crash Rated Boom Barrier System shall be under defect liability period of 12 months from the dated of virtual completion of the work.

Any defect or fault which may appear during **12 months** from the date of virtual completion of work / or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his / their own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects / faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him / them by the Bank or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor / supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

12. Evaluation of tenders:

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 7 years after expiry of guarantee / defect liability period of one year. Tenders will, therefore, be evaluated based on the total cost of ownership (TCO) for 8 years which will be arrived at as under.

Total cost of ownership (TCO) = Net Capital Cost (i.e. Cost of new CRBB – buyback value of old CRBB) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total cost of ownership = Net Capital cost (i.e. Cost of new CRBB- buyback value of old CRBB) +5.6321 X quoted per annum cost for CAMC.

For calculating the NPV of Comprehensive Annual Maintenance Contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMC	7 years (after one-year DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of service.

Minimum Base Rate for Comprehensive AMC

Minimum Base Rate for Annual maintenance / service Contract is 5% (Five) of total capital cost. In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership (TCO).

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

13. Warranty and CAMC services:

The entire system shall be warranted against all types of defects including any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified /replaced by the tenderer with free of cost. During this period, servicing at not less than SIX servicing or as prescribed by the manufacturer shall be carried out free-of-cost, further attending to ANY NUMBER of breakdowns calls

as when required with free of cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of the service center.

Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance contract which will be effect after the expiry of the guarantee / defect liability period as per the scope. This rate for the service contract shall be valid for a period of 7 years after expiry of guarantee / defect liability period and payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being a Bank's emergency equipments, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

Sl. No	Description of fault	Rectification period	Failure to attend & it's Penalty charges
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1,000/- 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

The tenderers shall indicate details such as the service centre from which the proposed systems at RBSC, Chennai will be serviced, the staff strength at that centre and the availability of spares for the system at that centre. This service contract shall be renewed for an additional period of at least **6 years after the initial contract period valid till the end of four years (one year defect liability period and then 7 years AMC period)**. While renewing the contract the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

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 Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year
 EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 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

14. Terms of payment:

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- 60% of the quoted rate pro-rata against delivery of materials after checking at site, the firm shall submit the following documents at the time of delivery of material to site.
 - a. Manufacturer's Inspection and Test Certificates.
 - b. Contractor's Certificate that all components, parts, sub systems, consumables, etc., for successful installation, commissioning and testing of the CRBB system have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - c. Policies of insurance covering all the risks as mentioned in the terms.
 - d. Submission of Bank Guarantee as mentioned in the para 15.1 (PBG towards committed execution period)

- 40% of the quoted rate against erection, testing, commissioning and handing over the system and on submission of the Bank Guarantee as per **clause no. 15.2.**

15. Performance Bank Guarantee (PBG):

15.1 PBG towards committed Execution period:

On award of the work, the successful tenderer shall furnish a Performance Bank Guarantee (PBG) of 5% of the contract value as Security for due fulfilment of terms and obligation during the period of execution of the work within 15 days from the date of work order to the Bank. The Bank Guarantee must be valid till the date of virtual completion of the project. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Annexure J (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

15.2 PBG towards committed DLP & CAMC period:

The tenderer shall furnish a separate Bank guarantee of 10% of the contract value as Security for due fulfilment of terms and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for four years from the date of virtual completion of the project (One year DLP+ 3 years AMC Service Period). After four years, the amount of Bank guarantee will be reduced by fifty percent (50%) of initial BG value and shall remain valid for next four years.

16. Insurance: -

The Contractor shall at his / their 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 (The Principal, Reserve Bank Staff College, Chennai) and deposit such policy or policies with the employer during the currency of this contract.

- a) Storage, erection, testing and commissioning policy for the total amount of contract.
- b) Workmen compensation policy for the employees of the contractor at site.
- c) Third party liability policy with the limits as under.
 - I. Rs.10,00,000/- per accident (For damage to property)
 - II. Rs.2,00,000/- per occurrence (For injury to persons)

17. Agreement:

The successful tenderer shall execute an agreement with the Employer on a non- judicial stamp paper in the format in [Annexure-II](#) enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Employer 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.

18. Dispute Settlement:

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 Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Employer 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 / their award within one year (or such further extended time as may be decided by him / 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 / their 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.

19. Jurisdiction:

All disputes arising out of or in any way connected with this contract / agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.

20. The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also 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 and capacity of the system/machine supplied, the date of the supply etc.

21. The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

22. The Contractor shall strictly comply with the provision of safety code annexed hereto.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm with Seal

Section III SAFETY CODE

- 1 There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- 11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SECTION- IV

Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

4.1.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise required.

- (a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and _____ having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner.
- (ii) In the case of _____ individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
- (iii) In the case of company shall mean _____ a company incorporated under _____ 19 _____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, and Drawings, etc, attached hereto and duly signed.
- (e) "Architect" shall mean Chief General Manager, Premises Department, Central office, Reserve Bank of India, Mumbai or his authorized representative/s.
- (f) **Bank's Engineer:** The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work

whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or 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. The work will, from time to time, be examined by the Bank's Engineer/Bank'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 instructions only from the Bank's Engineer.

- (g) "Notice in Writing" or Written Notice shall mean a notice 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 and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (h) "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.
- (i) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices 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 of 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.
- (j) "The Works" shall mean **"Supplying, Installing, testing, commissioning of Crash rated boom barrier"** at Reserve Bank Staff College, Chennai.
- (k) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 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 Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions, and

explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (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 4.19** hereof.

4.2.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Bank's Engineer 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 Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Employer

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit 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 agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

4.4.1 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 Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his

representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

4.5 Contractor to provide everything necessary at his cost

4.5.1 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's Engineer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

4.6.1 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, give to the Bank's Engineer written notice, specifying the variations 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 bye-laws in question, and any variation so necessitated shall be dealt with under **Clause 4.13** hereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Bank's Engineer.

4.6.3 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.

4.7 Setting out of Works

4.7.1 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 Bank's Engineer.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 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 Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt 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 Bank's Engineer may require.

4.9 Contractor's Superintendence & Representative on the works

4.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer 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 Bank's Engineer to such representative shall be held to be given to the Contractor.

4.10 Dismissal of Workmen

4.10.1 The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

4.11 Access to Works

The Employer and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.12 Assignment and Sub-letting

4.12.1 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.

4.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer 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 alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

4.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

4.13.2 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 4.16** thereof 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.

4.14 Sufficiency of Schedule of Quantities

4.14.1 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.

4.15 Measurement of Works

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

4.15.2 Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

4.15.4 All authorised extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

4.16 Prices for extras etc - Ascertainment of

4.16.1 The Contractor may, when authorised, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of **Clause 4.2.2** hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a) 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.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- (c) 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) and (d) hereof.
- (d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the Bank's Engineer 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 it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer 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.

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 Price 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 Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

4.16.3 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 six months of the completion of the Contract works as defined in **Clause 4.20** hereof.

4.17 Unfixed materials when taken into account to be Property of the Employer

4.17.1 Where in any certificate (of which the Contractor has received payment) the Bank's Engineer 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 Bank's Engineer. The Contractor shall be liable for any loss of or damage to such materials.

4.18 Removal of Improper Works

4.18.1 The Bank's Engineer, 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 Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth-with 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 expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer 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.

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such

defects, shrinkage, 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 damages, 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 Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under **Clause 4.30** 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 any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in **Clauses 4.11 and 4.12** hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 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 Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over.

4.21 Nominated Sub-Contractors

4.21.1 All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

4.21.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection of (save where the Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract provided:

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

- (c) Payment shall be made to the nominated Sub- Contractor within fourteen days of his receipt of the Bank's Engineer's certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of Contract as between Employer and Sub-Contractor.

4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the 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 not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangements 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.

4.23 Insurance in respect of Damage to Person & Property

4.23.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub- Contractor or any employee of 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 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 way as well as all damages caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

4.23.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

4.23.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual

completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other 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 expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

4.23.4 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. He shall also indemnify the Employer in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, the following insurance policies and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

1. Transit, storage, erection, testing and commissioning policy.
(C.A.R. Policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
 - (a) Rs 10, 00,000/- for a year and
 - (b) Rs 2, 00,000/- per occurrence.

4.24 Date of Commencement & Completion

4.24.1 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 Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer 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.

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under **Clause 4.26** hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, 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.

4.26 Delay & Extension of Time

4.26.1 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 neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per **Clause 4.2** hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer 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 may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

4.27 Failure by Contractor to comply with Bank's Engineer 's Instructions

4.27.1 If the Contractor after receipt of written notice from the employer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer'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 on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

4.28 Termination of Contract by the Employer

4.28.1 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 within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so required by the Bank's Engineer.

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 hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Employer 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 Bank's Engineer 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 material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or 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 Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as 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, shade, machinery, steam and other power utensils and materials lying upon the premises of 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 Bank's Engineer 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 Bank's Engineer 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 expenses 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 Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

4.29.1 If payment of the amount payable by the Employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or 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, through the Bank's Engineer, 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.

4.29.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with **Clause 4.16** hereof.

4.30 Certificate & Payments

4.30.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

4.30.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

4.30.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

4.30.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to insure the works and keep them insured till the completion of the work.

4.30.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Employer.

4.31 Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

4.32 Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under **Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (a,b,c,d and f)** hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in **Clause 4.33** hereof, But if either the Employer or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer 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 given a written notice to the other party through the Bank's Engineer requiring that 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 and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

4.33.2 The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition of 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.

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

4.33.4 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 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 Arbitratory or Arbitrations, 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 work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer 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 Bank's Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

4.34 Right of Technical Scrutiny of Final Bill

4.34.1 The Employer shall have a right to cause a technical examination of the works by any agency and the full 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.

4.35 Employer Entitled to Recover Compensation Paid to Workmen

4.35.1 If, for any reason, the Employer is obliged, by virtue of the provisions of the workman's Compensation Act, 1923, or any Statutory Modification 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 the 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.

4.36 Abandonment of Works

4.36.1 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 Bank's Engineer 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 execution of the whole works.

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose off 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 Bank's Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

4.38 Right of the Employer to Terminate Contract in the Event of Death of Contractor, if Individual

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

4.39 Testing

4.39.1 All the equipments shall be tested jointly with the contractor and the Bank's representative as required by the various sections of the specifications.

4.40 Work at Site

4.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items and services necessary, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of Equipment to make with the intent and purpose of these Specification

Section-V
Technical Specification & Scope of works

Sr No.	Descriptions	Bank's Requirement / Specifications	Compliance by the Bidder
1	Barrier Type	Crash Rated Boom Barrier (CRBB)- Rising arm type and having K4 / M30 or better rating, MIRA certification for barrier's ability to withstand impacts as per standard IWA 14-1: 2013 or latest. Video for Physical testing with real vehicle (not simulated attack) along with crash testing certificate shall be submitted by the tenderer.	
2	Barrier drive / mechanism	Electro-hydraulic	
3	Electric motor capacity	Adequate size as per manufacturer standard.	
4	Barrier Material	High Tensile Carbon Steel/MS/SS	
5	Operating Temperature	-20 Degree To +55 Degree Celsius	
6	Operative Options	Push Button / Remote Control and emergency manual operation by hand pump in case of power failure	
7	Power Supply	415 V (AC), 3-Phase, 50 HZ	
8	Safety Mechanism	For Human (Photo sensor) and Vehicular (Loop sensor) Safety Plus Warning Lamp Activated Warning Lights	
9	Protection Class	IP 68	
10	Boom Length	6 Mtr. (approx.) or as per site requirement.	
11	Rated Height	900 mm or as per manufacturer standard / site requirement.	
12	Speed	Opening and closing times can be adjusted between 3 to 8 seconds and speeds can be adjusted separately through hydraulic adjusters in a closed-circuit system.	
13	Integration	The CRBB should have capability to control/integrate with third party security equipment like UVSS (supplied under this Contract) etc.	

14	Additional safety measure	To restrict over rotation of boom by providing mechanical intervention	
15	Duty Cycle	100%	
Note: The hydraulic power-pack can be installed within the main barrier body or can be separately installed in case of site constraint.			

Boom

Boom barrier shall be made of High Tensile Carbon Steel/MS/SS. The length of the boom should be custom fabricated to match the site requirement (Approx. 6 meters). The boom shall be designed in shapes which give strength to the boom, or a similar high impact resistant design. The responsibility for the exactness of the length will be solely of the company responding to tender inquiry.

Operating Mechanism

The operating mechanism shall be **electro hydraulic mechanism** for heavy duty operation (under all weather conditions). The drive unit motor shall be suitable for 230 Volt/400 Volt; 50 Hz single/ three phase power supply. The drive unit shall have all mechanical parts encapsulated in a weather resistant, water tight capsule filled with oil for silent and maintenance free operation. The exterior to be rust and weather proof with at least power coated or epoxy coated High grade galvanized steel/stainless steel. The electrical/electronic components housing shall have protection Class IP-68. The power cable and communication cables including suitable rated conduits to be laid in wall / below ground for the boom barrier connections shall be included in the vendor's scope.

Activating devices

The barrier shall be activated by **push button or remote control**. It would have microprocessor based control panel capable of integrating with loop detectors, optical beam / photo sensors, smart card readers, and biometric readers of all types. Moreover barrier should be capable of getting integrated/interlocked with the main entrance gate of the building. Push button controls for all functions shall also be provided in the security cabin.

Safety Devices

The barrier shall have inbuilt optical beam sensors to act as anticrash device. That shall be active only when the boom is closing. The barrier shall be equipped with suitable warning light. Warning light shall be lit during barrier operation. The lights have to be large and easily visible. The boom barrier should also be equipped with

siren (with varying audio/sound intensity). This will indicate opening and closing of the barrier. The barrier shall have emergency operation facility for the boom to remain raised or lowered in the event of power failure.

Body

The body case should be fabricated from 14 gauges or thicker MS galvanized sheet / stainless steel or better. The dimension of the body shall be quoted and the entire exterior shall be epoxy coated / all weather coating.

The steel boom shall rest on stands placed at each end of the boom. Boom stands shall be made of heavy steel pipes and shall be embedded in reinforced concrete. All associated civil works including necessary foundation etc shall also be included in the scope of the contractor work.

Testing of the System

The type test certificate for the model of the Crash rated boom barrier from the manufacturer shall be submitted to the Bank for verification of crash rating etc. The contractor shall arrange and provide at his cost, the service of a competent, factory-trained engineer or technician authorized by the manufacturer of the Crash rated boom barrier equipment to technically supervise and participate during all of the adjustments and tests for the system. The representative of the manufacturer of the equipment shall demonstrate that the systems function properly in every respect.

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

Section-VI
Details of Technical parameters
(To be furnished by tenderers)

Sl. No.	Particulars	Offered by the tenderers
1	Make	
2	Type and model No.	
3	Static impact load	
4	Drive	
5	Boom length (In Meter)	
6	Clear passage (In Meter)	
7	Total length (In Meter)	
8	Total weight (in Kgs)	
9	Electric motor capacity/rating	
10	Protection class	
11	Power consumption (in kW)	
12	Power supply/operating voltage	
13	Operating time (in Seconds)	
14	Corrosion protection	
15	Operation temperature range (In degrees)	
16	Emergency operation on power failure	
17	Electric controls	
18	Size of barrier housing	
19	Foundation details	

Section-VII

Supply, Installation, Testing and Commissioning of Crash Rated (K4) Boom Barrier at Reserve Bank Staff College, Chennai

Appendix- COMMERCIAL CONDITIONS

Sl. No.	Description	Bank's Terms	Tenderers terms and acceptance of Bank's terms
1.	Bid Validity	3 months (90 days)	
2.	EMD	Rs.39060/- by DD/BG	
3.	Terms of payment	As per Clause No 14 of the Section II of the tender.	
4.	a. Prices b. Service tax	a.Firm quoted shall be inclusive of all taxes, duties, insurance, levies during the contract period. b.Service tax considered in the quote	
5.	Guarantee period	12 months from date of handing over.	
6.	Service after sales	Free of cost during the guarantee period.	
7.	Completion period	90 says from 10th day of letter of award of work.	
8.	Liquidated damages	¼ (0.25)% of the contract amount per week of delay subject to maximum of 10% of the contract value.	
9.	(a) Time allowed for rectification	Maximum 24 Hours / 72 hours depending upon type of defect as per clause 13 (Section I) of Part I.	
	(b) Penalty for delay in providing service	Rs.1,000/- per day, if system defect not rectified within 24 hours on receipt of complaint and Rs.200/- per day if individual equipment defect not rectified within 72 hours	

10.	Service facility	Shall be available at the centre/nearest metropolis where the system is installed and shall be approachable on telephone/page/mobile.	
11.	Committed period for system maintenance	8 years from the date of handing over of the installation.	

Part II should not contain any terms and conditions but only priced bill of quantity.

Terms and conditions, if any, incorporated in Part II, will not valid or considered.

Signature of Tenderer

Place:

Date:

Note:-

- (i) In case of tenderer accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.
- (ii) In case of tenderers proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.

Section VIII
Appendix Herein before Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate levied if delay in works	0.25% of the contract value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 10 lakh
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Annexure I - 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 Principal

Reserve Bank Staff College

359, Anna Salai-Teynampet

Chennai - 600 018

Madam / Dear Sir,

In consideration of your agreeing to accept the security deposit of INR ____ (INR _____ only) furnishable to you by Messrs. _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **"Supply, Installation, Testing and Commissioning of Crash Rated (K4) Boom Barrier at Reserve Bank Staff College, Chennai"** 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 :

(B) 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/s 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.

1. 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.

2. 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 / their 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.
3. 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.
4. 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.
5. 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 / their behalf or by the winding up, dissolution, insolvency

or death as the case may be, of the Contractor.

6. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
7. 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.
8. 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.
9. 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.
 - (i) 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.
 - (ii) 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.
 - (iii) This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 - (iv) 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.

- (v) 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.
- (vi) 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 / them by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Annexure II - Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank Staff College, Chennai (hereafter called "Employer") of the _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The Employer is desirous of carrying out the work of "**Supply, Installation, Testing and Commissioning of Crash Rated (K4) Boom Barrier at Reserve Bank Staff College, Chennai**" and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and / or described in the said specification 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 thereunder (hereinafter referred to as 'the said Contract Amount').

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto 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 plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for complete work in respect of the entire "**Supply, Installation,**

Testing, Commissioning and handing over of crash rated Boom Barrier at Reserve Bank Staff College, Chennai” to be paid according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works 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 without prejudice to this contract.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him / them or from tenth day after the day of issue of formal work order as provided for in the said Conditions, whichever is later and to complete the entire work within **90 days from the 10th day of work order (inclusive of the date of order)**, subject nevertheless to the extension of time in writing by such form (i.e., by way of a deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties.
9. All payments by the Employer under this Contract will be made only at **Reserve Bank Staff College, Chennai**.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
11. **Warranty / Defect Liability period (DLP) :**

Newly installed Crash Rated Boom Barrier System shall be under defect liability period of 12 months from the dated of virtual completion of the work.

Any defect or fault which may appear during **12 months** from the date of virtual completion of work / or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his / their own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects / faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him / them by the Bank or may be

deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor / supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

12. Evaluation of tenders:

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 7 years after expiry of guarantee / defect liability period of one year. Tenders will, therefore, be evaluated based on the total cost of ownership (TCO) for 8 years which will be arrived at as under.

Total cost of ownership (TCO) = Net Capital Cost (i.e. Cost of new CRBB – buyback value of old CRBB) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total cost of ownership = Net Capital cost (i.e. Cost of new CRBB-buyback value of old CRBB) +5.6321 X quoted per annum cost for CAMC.

For calculating the NPV of Comprehensive Annual Maintenance Contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMC	7 years (after one-year DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of service.

Minimum Base Rate for Comprehensive AMC

Minimum Base Rate for Annual maintenance / service Contract is 5% (Five) of total capital cost. In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then the 5% (Five) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership (TCO).

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

13. Warranty and CAMC services:

The entire system shall be warranted against all types of defects including any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified /replaced by the tenderer with free of cost. During this period, servicing at not less than SIX servicing or as prescribed by the manufacturer shall be carried out free-of-cost, further attending to ANY NUMBER of breakdowns calls as when required with free of cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of the service center.

Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance contract which will be effect after the expiry of the guarantee / defect liability period as per the scope. This rate for the service contract shall be valid for a period of 7 years after expiry of guarantee / defect liability period and payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being a Bank's emergency equipments, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

Sl. No	Description of fault	Rectification period	Failure to attend & it's Penalty charges
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1,000/- 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

The tenderers shall indicate details such as the service centre from which the proposed systems at RBSC, Chennai will be serviced, the staff strength at that centre and the availability of spares for the system at that centre. This service contract shall be renewed for an additional period of at least **6 years after the initial contract period valid till the end of four years (one year defect liability period and then 7 years AMC period)**. While renewing the contract the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

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 Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year
EPI_P	Wholesale Price Index for Electrical Apparatus, appliances & parts 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

14. Terms of payment:

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- 60% of the quoted rate pro-rata against delivery of materials after checking at site, the firm shall submit the following documents at the time of delivery of material to site.
 - e. Manufacturer's Inspection and Test Certificates.
 - f. Contractor's Certificate that all components, parts, sub systems, consumables, etc., for successful installation, commissioning and testing of the CRBB system have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - g. Policies of insurance covering all the risks as mentioned in the terms.
 - h. Submission of Bank Guarantee as mentioned in the para 15.1 (PBG towards committed execution period)
- 40% of the quoted rate against erection, testing, commissioning and handing over the system and on submission of the Bank Guarantee as per **clause no. 15.2.**

15. Performance Bank Guarantee (PBG):

15.1 PBG towards committed Execution period:

On award of the work, the successful tenderer shall furnish a Performance Bank Guarantee (PBG) of 5% of the contract value as Security for due fulfilment of terms and obligation during the period of execution of the work within 15 days from the date of work order to the Bank. The Bank Guarantee must be valid till the date of virtual completion of the project. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Annexure J (which will be

submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

15.2 PBG towards committed DLP & CAMC period:

The tenderer shall furnish a separate Bank guarantee of 10% of the contract value as Security for due fulfilment of terms and obligation of defects liability period from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for four years from the date of virtual completion of the project (One year DLP+ 3 years AMC Service Period). After four years, the amount of Bank guarantee will be reduced by fifty percent (50%) of initial BG value and shall remain valid for next four years.

16. Insurance: -

The Contractor shall at his / their 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 (The Principal, Reserve Bank Staff College, Chennai) and deposit such policy or policies with the employer during the currency of this contract.

d) Storage, erection, testing and commissioning policy for the total amount of contract.

e) Workmen compensation policy for the employees of the contractor at site.

f) Third party liability policy with the limits as under.

III. Rs.10,00,000/- per accident (For damage to property)

IV. Rs.2,00,000/- per occurrence (For injury to persons)

17. 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 / their employee/s 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.

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

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

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

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

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

The Contractor shall take all appropriate actions with respect to its / their 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.

19. The successful bidder shall at all times indemnify the Employer towards any loss / damage caused or any claim raised against the Employer by any party / third party consequent to the execution of the work. Any damage caused to the Bank’s

property while carrying out the work shall be made good as original by the bidder at his / their cost. The successful bidder shall be liable, in accordance with the Indian Laws and Regulations for any accident or damage incurred or claims raised against the Employer during the period of the work. The successful bidder shall also provide necessary CAR policy, Workmen's Compensation policy and third party liability insurance as may be necessary to cover risk and should ensure all safety measures during the execution of work. No extra payment would be made to the successful bidder on this account.

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

If the contractor is a Partnership or an Individual

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two 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 / their common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its / their behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY THE
Reserve Bank Staff College by the hand of
Shri

_____ (name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY

_____ in the presence
of

If the party is a partnership firm or an individual should be signed by all or on behalf of all

(1)
Address

the partners.

(2)
Address

Witnesses

THE COMMON SEAL OF

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

(1)
(2)

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

(1)
(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of
Shri

And duly constituted attorney.

If the Contractor signs under its / their common seal, the signature clause should tally with sealing clause in the Articles of Association.

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

Annexure III – Format for Power of Attorney

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF

Application / Proposal and Documents

(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 “(Name of work)” including signing and submission of all documents and providing information / responses to Reserve Bank Staff College, representing us in all matters before the Reserve Bank Staff College and generally dealing with Reserve Bank Staff College 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 IV – Proforma of Bank Guarantee for EMD / Bid Security

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Principal.

Reserve Bank Staff College (RBSC),

No.359, Anna Salai, Teynampet

Chennai - 600 018

Dear Sir,

Name of Work:

Ref: NIT / Advt. No.

Date:

WHEREAS

The Reserve Bank Staff College, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai (hereinafter called 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer / Bidder) _____, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBSC in respect of the said sum of Rs. _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____(Name of the Bank) do hereby agree with and undertake to RBSC, their Successors, Assigns that in the event of the RBSC coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBSC, pay without demur to the RBSC, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBSC. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs.____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBSC on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBSC shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBSC within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBSC under this guarantee shall be independent of the agreement or agreements or other understandings between the RBSC and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBSC.

We hereby further agree that:

- a) Any forbearance or commission on the part of the RBSC in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the RBSC to the Tenderer or any other

matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents / clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (six months from the date of scheduled completion of the work) provided that if so desired by the RBSC, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBSC alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBSC against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____

Bank.

Authorised Official (with seal)

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 V
CHECKLIST OF DOCUMENTS TO BE UPLOADED

Signed copies of the following documents (with appropriate stamp of the companies), as given below along with this checklist form needs to be scanned and uploaded in MSTC website:

Sl. No.	Documents to be uploaded	Uploaded (Yes / No)
1	Copy of Power of Attorney as per Annexure III (Original to be submitted by the successful tenderer to RBSC)	
2	Annexure VI - Basic Information	
3	Copy of certificate of Incorporation	
4	PAN Card	
5	Documents showing GST Registration number	
6	Address proof of registered local office	
7	Copies of Audited financial statement for turnover for last 3 Financial years, i.e., 2023-24, 2024-25, 2025-26 (File name eg: FS1, FS2, FS3)	
8	Annexure VII – Details of past experience, attach related documents (File name eg: PE1, PE2, etc.)	
9	Annexure VIII – Details of the work executed during the last five years to meet eligibility criteria	
10	Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed on or after May 31, 2021 , for establishing the qualifying works executed by the tenderer during last five years (file name eg: WO1, WO2 etc. and CW1, CW2, etc.)	

11	<p>Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2, etc.) – As per the format of Annexure IX.</p> <ul style="list-style-type: none"> • In respect of Client certificates from 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 Client certificates from Departments other than Government Departments / Public sector Undertakings, TDS certificates matching with the payments related to the work executed shall also be enclosed along with Client certificate. 	
12	<p>Proof of remittance of Earnest Money Deposit / copy of Bank Guarantee in lieu of EMD as per Annexure - IV as applicable.</p> <p>If the tenderer is a Micro or Small Enterprise (MSE) then the tenderer shall submit copy of MSE Registration certificate and self-declaration of the firm stating that it is currently an MSE for availing of EMD exemption.</p>	
13	<p>Solvency Certificate of Rs. 19.53 Lakh / Banker's Certificate as per Annexure - X</p>	
14	<p>Details of service / maintenance setup in Chennai - In the format of Annexure - XI</p>	
15	<p>Details of Bankers as per Annexure - XII</p>	

NOTE: Format of Annexures mentioned above have been enclosed with the tender document. Bidders are advised to fill in the Annexures in the format as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.

The Reserve Bank Staff College shall evaluate the said reports before opening of price bid of the tenderers. 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 / their performance reports received from his / their clients and / or his / their bankers are found unsatisfactory, the Bank reserves the right to reject his / their offer even after opening of Part - I of the tender. The Bank is not bound to assign any reason for doing so.

(Bidder's Signature) along with seal

Annexure VI

Basic Information

Sl. No.	Description	
1.	Name & Address of the Organisation / applicant	
2.	Type of Organisation - (Whether Proprietorship, Partnership / Pvt. Limited / Limited or Body Corporate or MSME registered firm, etc.) Please enclose related documents	
3.	Name of the Proprietor / Partners / Directors of the organization (a) (b) (c) (d)	
4.	Registration (firm, company, etc.) / Registration Authority, dated, Number, etc.	
5.	Experience in the respective field of work. Please, enclose documents in support thereof – minimum 05 Years as at end of 31 st May 2026	
6.	Yearly turnover of the firm / contractor for the last three years Year 2023-24, 2024-25, 2025-26 (copies of audited final accounts in support thereof to be uploaded)	
7.	PAN number (copy of PAN card should be uploaded)	
8.	GST Registration No. (Copy should be uploaded)	
9.	Registered office address, telephone / Mobile No. and e-mail id.	

10.	Whether having registered office at Chennai? If yes, mention the address of the local office (Copy of address proof for registered local office to be uploaded)	
11.	Whether working with any of the Government / Semi-Government Undertaking/s as approved contractors and if so, furnish details	
12.	Qualification & Experience of the technical persons employed by the firm	
13.	Indicate if involved in any litigation	
14.	Any civil suits pending in any of the works executed. Give details	

Date:

Signature of the contractor / firm:

Place:

Annexure VII

Details of Minimum experience of 5 years

(Date of work order & completion should be before May 31, 2026)

Sl. No.	Name and address of the Client	No. of units supplied and similar system installed	Value of the work (in. Rs.)	Date of start & and Date of completion	Reasons for delay, if any	Fax / email / phone number & contact person of the Client

(Attach sheet if required)

Signature of Tenderer with seal:

Date:

Annexure - VIII
Details of similar qualifying works executed each costing Rs. 19.53
Lakh or more during the last 5 years

(Work completed from May 31, 2021 to on or before May 31, 2026)

Sl. No.	Name and address of the Client	No. of units supplied and similar system installed	Value of the work (in. Rs.)	Whether works completed in time or not (Indicate Date of start and Date of completion)	Completion period as per work order	Reasons for delay if any	Fax / Email / Phone number and contact person of the Client

(Attach TDS certificate in case of private companies)

Signature of Tenderer with seal:

Date:

Annexure – IX

Client's certificate regarding performance of the contractor

Name & address of the Client

Details of Works executed by M/s. _____(Name of the Tenderer)

- 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)	Amount of work paid on reduced rates, if any	
12	i)	Did the contractor go for arbitration?	
	a)	If yes, total amount of claim	
	b)	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 behaviour	Outstanding / Very Good / Good / Satisfactory / poor

Note: **All columns should be filled in properly***

countersigned”

Reporting Officer* with Office seal

*Officer of the rank of executive engineer / Superintending Engineer or equivalent

Annexure –X

Form of Bankers' certificate from a Scheduled Bank

1. Composition of the firm (whether Partnership / Private Limited / Proprietorship / Public Limited)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Credit facility / Overdraft facility enjoyed by the firm.
4. Dealings
5. The period from which the firm has been banking with your bank.
6. 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.19.53 lakhs.

(Signature) For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

Annexure – XI

Details of Service / Maintenance Set up at the place of work (ie. Chennai)

Sl. No.	Particulars of service Centre	Details
1	Address of the Service Centre	
2	Contact numbers / Escalation Matrix	
3	Service Staff strength	

Signature of the contractor with seal

Annexure XII
Details of Bankers

The details of the vendor bankers in the following format are to be uploaded

Proforma for Details of Principal Banker/other bankers

Sl. No.	Particulars	Principal Banker	Banker-02	Banker-03
1	Name of the Bank			
2	Branch name and its complete Address			
3	Name of the Bank manager / Authorised contact person			
4	E-mail ID of Bank			
5	Telephone Number			
6	Fax Number			

Seal of company / Signature

Name

Designation

Date



Reserve Bank Staff College

**Supply, Installation, Testing and Commissioning of
Crash Rated (K4) Boom Barrier
at Reserve Bank Staff College, Chennai**

Part II (Price Bid)

Name of the tenderer _____

Address _____

Due date of submission _____

Unpriced Bill Of Quantities

Supply, Installation, Testing and Commissioning of Crash Rated (K4 rated) Boom Barrier at Reserve Bank Staff College, Chennai

Sl. No	Description of items	Qty	Unit	Rate (Rs)	Amount (Rs.)
1	Supply, installation, testing & Commissioning of Crash Rated Boom Barrier (K4 rated, rising arm type), physical crash rated as per specifications and requirements indicated in part-01 of this tender. (Rate inclusive of transportation, insurance, loading and unloading, storage, lifting & shifting etc). All associated electrical and civil works including necessary ground excavation, foundation, power and communication cabling & conduits, finishing to original level, terminations, require tools and accessories etc shall also be included in the quoted rate.	01	No.		
2	GST @ 18% on item No.1				
3	Total Amount(Sl.No. 1+2)				
4	Rebate or buyback cost for removing and taking away of existing old boom barrier (As is basis)	01	No.		
5	All-inclusive Comprehensive Annual Maintenance Charges (CAMC) per annum after completion of defect liability period including all taxes, labour, transportation, spares etc (in Rupees)(Exclusive of GST)	01	Per Annum		
6	GST @ 18% on item No.5				
7	Total Amount(Sl.No. 5+6)				

DATE:

PLACE:

Signature & Seal

Name of the CONTRACTOR