



(केवल ई-निविदा e-Tendering only)
निविदा दस्तावेज Tender Document

PART - I

E Tender No: RBI/RBSC/HRMD/25-26/ET/615

e-Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Date from which e-Tender will be available on MSTC website	November 14, 2025
Date & time of Pre-bid meeting	Offline at 11:00 Hrs. on November 20, 2025
Last date of submission of e-Tender	December 08, 2025

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S.No	SCHEDULE OF TENDER (SOT)	
1	e-Tender no.	RBI/RBSC/HRMD/25-26/ET/615
2	Name of Tender	Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.
3	Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
4	Date of NIT available to all parties to download	02:00 PM of November 14, 2025 onwards
5	Pre-Bid meeting	Offline 11:00 AM of November 20, 2025
6	i) Earnest Money Deposit (EMD) by DD/ BG	₹37,400/- by NEFT (To be collected from all bidders) Beneficiary Name: RBSC CHENNAI IFSC: RBIS0SCPA01 Account No.: 186003001 Or Bank Guarantee in the prescribed format
7	Last date of submission of Eligibility papers with EMD.	3:00 PM of December 08, 2025
8	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	3:00 PM of November 25, 2025
9	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	3 pm of December 08, 2025
10	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3.30 pm of December 08, 2025
11	Transaction Fee	As charged by MSTC Ltd.

E-Tendering Procedure

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

1. The EPABX manufacturers/OEM firms meeting the technical and commercial criteria will be eligible to quote provided they meet all the Pre-Qualification Criteria.
2. The firms willing to participate will submit the requisite EMD by DD/BG /NEFT and signed Pre-Bid minutes in hardcopies and an undertaking to meet all technical and commercial conditions.
3. Price-Bid of the eligible firms will be opened online and relative status will be intimated to all firms.

1	<p><u>Process of E-tender:</u></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded with Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <ol style="list-style-type: none">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 email which has been provided during filling the registration form. <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (RBSC):</p> <ol style="list-style-type: none">1. Smt. Sasirekha V (AGM, Estate) 044-243027312. Shri. Mohan K (Manager, Estate) 044-243027843. Shri.Rushikesh S Dingare, (Assistant Manager, Estate) 044-243027284. Shri. Vivekananthan S, (Junior Engineer, Estate) 044-24302727 <p>email id: principalrbsc@rbi.org.in / estaterbsc@rbi.org.in</p>
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	<p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none"> 1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733 2. Shri V. Ganesh Moorthy (9176616410) 3. Shri Shanmugam - 9176397264 <p>Google hangout ID - (for text chat) - mstceproc@gmail.com</p> <p>B) System Requirement:</p> <ul style="list-style-type: none"> 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. <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>4 Tools => Internet Options => Security => Disable protected Mode If enabled-i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>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)</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats with any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>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 with making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender with making the payment towards transaction fee.</p> <p>NOTE</p>

	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.
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p>

	<p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be with assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) with assigning any reason thereof.
10	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**

Madam / Dear Sir,

Having read and examined the Notice Inviting tender, specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/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 the specifications, designs and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system in Reserve Bank Staff College, Chennai.
(b)	Estimated cost	₹18.70 lakh
(c)	Mode of payment	As per provisions indicated in this tender document.
(d)	Earnest Money (EMD)	₹37,400/- (2% of the estimated cost) to be collected from all bidders.
(e)	Time allowed for completion of work	2 months from tenth day after the date of letter advising acceptance of tender.

1. 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 earnest money valid during the entire period of validity of tender.
2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
3. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹37400/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. I/We understand and agree that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.
5. The Tender is submitted in e-tendering mode only. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

वर्ष 2025 के महीने के दिन को हस्ताक्षरित /Dated this day of 2025

मैसर्स के लिए और उनकी ओर से /For and on behalf of M/s

(सील सहित हस्ताक्षर // (Signature with seal)

नाम /Name _____

पदनाम /Designation: _____

स्थान /Place _____

स्थान /Date _____

(उपर्युक्त हस्ताक्षरी की पाँकर ऑफ अटार्नी की प्रमाणित प्रति संलग्न की जानी चाहिए/Certified true copy of the Power of Attorney of the above signatory should be enclosed).

साक्षी /Witnesses

(1) नाम, पता और दिनांक सहित हस्ताक्षर/ _____

Signature with name, address and date

(2) नाम, पता और दिनांक सहित हस्ताक्षर /

Signature with Name, address and date

खंड II / Section II
करार की शर्तें/ Articles of Agreement

यह करार एक ओर भारतीय रिझर्व बैंक, फोर्ट ग्लेसिस ,राजाजी साल्लै, चेन्नई-600 001 जिसका केंद्रीय कार्यालय मुंबई में है) जिसे इसके बाद" बैंक "कहा गया है (और दूसरी ओर _____) जिसे इसके बाद संविदाकार कहा गया है (के बीच _____ को किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India**, Fort Glacis, Rajaji Salai, Chennai-600 001, having its Central Office at Mumbai-400001 (hereinafter called "The Bank") on the one part and _____ and India (hereinafter called "the Contractor") on the other part.

जबकि नियोक्ता " _____ " का काम करने का इच्छुक है और कार्यों का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची का कारण बना है किया गया है जिस पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of taking up the work of "**Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai**" and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

और जबकि कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गए हैं।

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

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

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

एतद्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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. बैंक संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों मेंविनिर्दिष्ट तरीके से अदा करेगा।

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

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

4. इसमें उल्लिखित प्लान ,करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. यह संविदा न तो स्थायी एकमुश्त ठेका है और न ही खंडित कार्य संविदा। अपितु यह अनुसूची में निहित दरों पर वास्तविक मात्राओं और संभाव्य मात्रा अथवा तथाकथित शर्तों के अनुसार रु _____/- (रुपये मात्र) _____ " का काम करने के लिए संविदा है।

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of “Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai” for ₹ _____/- (Rupees only) to be paid for 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. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की किसी भी मद की ड्राइंग और काम की प्रकृति बदलने ,कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Bank 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.

7. समय को इस अनुबंध के अत्यावश्यक शर्त के रूप में माना जाएगा और संविदाकार उक्त शर्तों में बताए अनुसार कार्य आदेश जारी करने की तारीख के दसवें दिन से कार्य शुरू करने के लिए सहमत है। साथ ही, कार्य आदेश की तारीख से 10वें दिन से 2 माह की अवधि के भीतर संपूर्ण कार्य को पूरा करने के लिए भी सहमत है। तथापि, यह पार्टियों द्वारा पारस्परिक रूप से लिए गए निर्णय के अनुसार लिखित रूप में (अर्थात करार विलेख के माध्यम से या पत्र/ ई-मेल आदान-प्रदान करके) बढ़ाई गई अवधि के अधीन है।

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work within a period **of 02 months from the 10th day of date of work order** subject nevertheless to the extension of time in writing by such form (ie. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

8. वारंटी/दोष दायित्व अवधि (डीएलपी):

आपूर्ति किए गए उपकरण को बैंक के कार्यालय भवन, चेन्नई में पूर्ण आईपी पीएबीएक्स प्रणाली सौंपने की तारीख से एक वर्ष की अवधि के लिए सभी प्रकार के दोषों के खिलाफ वारंटी दी जाएगी।

एक वर्ष की दोष देयता अवधि के सफल समापन पर- प्रणाली को नौ वर्षों के लिए व्यापक वार्षिक रखरखाव अनुबंध के तहत रखा जाएगा।

प्रणाली प्रदान करने, दोष देयता अवधि के दौरान सेवाएं प्रदान करने और दोष देयता अवधि के 1 वर्ष के बाद 09 वर्ष की अवधि के लिए सीएएमसी में प्रवेश करने के लिए सफल बोलीदाता द्वारा एक एकल समझौता निष्पादित किया जाएगा। फर्म से नवीकरण के लिए कोई सहमति नहीं मांगी जाएगी, क्योंकि इस अवधि के दौरान सीएएमसी का प्रदर्शन फर्म की ओर से एक संविदात्मक दायित्व है। इसके अलावा, फर्म को अनुबंध के प्रावधानों के अनुसार नवीनीकृत बीजी को पहले से ही प्रस्तुत करना होगा जो मौजूदा बीजी की समाप्ति से पहले है। यदि फर्म मौजूदा बीजी की समाप्ति से पहले नवीनीकृत बीजी प्रस्तुत करने में विफल रहती है, तो बैंक मौजूदा बीजी के नकदीकरण सहित उचित कार्रवाई कर सकता है, लेकिन यह सीमित नहीं है।

पूरे उपकरण को आईपी पीएबीएक्स प्रणाली (दोष देयता अवधि - डीएलपी) को सौंपने की तारीख से 12 महीने तक दोषपूर्ण कारीगरी या सामग्री से मुक्त होने की गारंटी दी जाएगी और एसी इकाइयों के काम / हैंडओवर के लिए पूर्णता प्रमाण पत्र जारी करने की तारीख से 12 महीने के भीतर दिखाई देने वाले किसी भी दोष को पूरा किया जा सकता है। जो बैंक की राय में खराब कारीगरी या सामग्री से उत्पन्न हुए हैं, बैंक द्वारा सूचित किए जाने पर, ठेकेदार द्वारा निर्दिष्ट समय के भीतर अपनी लागत पर अच्छा बनाया जाएगा। 12 महीने (डीएलपी) की उक्त अवधि के दौरान, ठेकेदार आईपी पीएबीएक्स प्रणाली के कामकाज का आवधिक निरीक्षण तिमाही में कम से कम एक बार या उससे पहले, यदि आवश्यक हो, करेगा और विभिन्न भागों के रखरखाव और ऐसी अन्य सेवा में भाग लेगा जो इसके लिए आवश्यक हो सकती है।

डीएलपी के सफल समापन के तुरंत बाद, ठेकेदार सीएएमसी के लिए उद्धृत/अनुमोदित दरों पर बैंक के साथ व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) में प्रवेश करेगा।

Warranty/Defect Liability period:

The equipment supplied shall be warrantied against all types of defects for a period of one year from the date of handing over of the complete IP PABX System at Bank's Staff College, Teynampet, Chennai.

Upon successful completion of defect liability period of one year- the system will be put under Comprehensive Annual Maintenance Contract for nine years.

A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period and entering into CAMC for the period of 09 years after 1 year of Defect Liability Period. No consent for renewal shall be sought from the firm, as the performance of CAMC during this period is a contractual obligation on the part of the firm. Also, the firm has to submit the renewed BG as per provisions of the contract well in advance that is before expiry of existing BG. If the firm fails to submit the renewed BG before expiry of existing BG, the Bank may take appropriate action including but not limited to encashment of existing BG.

The entire equipment shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of IP PABX system (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the AC units, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the IP PABX system free of charge at least once a quarter or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same.

Immediately after successful completion of DLP, the contractor shall enter into Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/approved rates for CAMC.

सीएएमसी के दौरान कार्यों का दायरा

डीएलपी और एएमसी के दौरान दायरा निम्नानुसार होगा:

- i. वारंटी अवधि और वार्षिक रखरखाव अनुबंध अवधि के भीतर पाए गए सिस्टम/उप-असेंबली में किसी भी दोष को निविदाकर्ता द्वारा बिना किसी अतिरिक्त लागत के ठीक / प्रतिस्थापित किया जाएगा, जिसमें कार्ड, स्पेयर पार्ट्स और वायरिंग और श्रम आदि सहित किसी भी घटक का प्रतिस्थापन शामिल है। उद्धृत दरों में ऐसे सभी कारक शामिल होने चाहिए।
- ii. इस अवधि के दौरान, एक तिमाही में एक बार उपकरणों की पूर्ण सर्विसिंग और सफाई की जाएगी, जिसमें किसी भी संख्या में ब्रेकडाउन कॉल शामिल हैं।

एक वर्ष की वारंटी अवधि की समाप्ति के बाद व्यापक वार्षिक रखरखाव सेवा अनुबंध के लिए निविदाकारों को अपने शुल्क भी अलग से उद्धृत करने होंगे।

भुगतान संतोषजनक सेवा प्रदान करने पर छमाही आधार पर किया जाएगा।

सेवा अनुबंध दर में सभी लागतों को भी ध्यान में रखा जाएगा, जिसमें निकटतम सेवा स्टेशन से यात्रा लागत, पुर्जों की लागत आदि शामिल है।

- a. वारंटी और सीएएमसी अवधि के दौरान निम्नलिखित अनुसूची के अनुसार त्रैमासिक आधार पर एक सक्षम, प्रशिक्षित सेवा इंजीनियर को नियुक्त करके सिस्टम का निरीक्षण और जांच की जाएगी: बोली लगाने वाले को बैंक को बिना किसी अतिरिक्त लागत के सभी सॉफ्टवेयर अपडेट, रिलीज,

संस्करण प्रदान करना होगा। आईपी पीएबीएक्स प्रणाली के सुचारू कामकाज के लिए आवश्यकता पड़ने पर उन्नयन, नए संस्करण आदि।

- b. चयनित बोलीदाता को कम से कम त्रैमासिक नए स्थापित आईपी पीएबीएक्स सिस्टम का निवारक रखरखाव प्रदान करना होगा और बैंक के इंजीनियर द्वारा तैयार की गई प्रासंगिक रिपोर्ट को डीएलपी के साथ-साथ एएमसी अवधि के दौरान सूचना, रिकॉर्ड के लिए बैंक को प्रस्तुत करना होगा।
- c. बोली लगाने वाले को निविदा की उद्धृत दर और नियम व शर्तों के अनुसार सौंपने की तारीख से कम से कम 10 वर्ष की अवधि तक सिस्टम बनाए रखना होगा।
- d. आईपी पीएबीएक्स प्रणाली के लिए बोलीदाता द्वारा 24x7 सहायता उपलब्ध कराई जाएगी।
- e. सिस्टम की नियमित रूप से सेवा की जाएगी और चौबीसों घंटे उचित कार्यशील स्थिति में बनाए रखा जाएगा।
- f. ठेकेदार को सिस्टम के उचित कामकाज के लिए आवश्यकतानुसार साइट के साथ-साथ अपने सेवा केंद्र पर भी स्पेयर का पर्याप्त स्टॉक रखना होगा। शीघ्र सेवा प्रदान करने में देरी के लिए जुमनि की छूट के लिए स्पेयर/स्टैंडबाय इकाइयों/घटकों की अनुपलब्धता को एक कारण के रूप में स्वीकार नहीं किया जाएगा।
- g. निवारक रखरखाव के अलावा रखरखाव के दायरे में किसी भी संख्या में ब्रेकडाउन कॉल पर ध्यान देना भी शामिल होगा।
- h. सॉफ्टवेयर अपग्रेड और लाइसेंस का नवीनीकरण प्रदान किया जाएगा।

निविदाकर्ता को डीएलपी अवधि और एएमसी अवधि के दौरान बिना किसी अतिरिक्त लागत के प्रदान किए गए सभी लाइसेंसों के नवीकरण सहित उत्पादों में शामिल सभी एप्लिकेशन सॉफ्टवेयर और कस्टम सॉफ्टवेयर के सभी सॉफ्टवेयर अपडेट, रिलीज, संस्करण उन्नयन, नए संस्करण आदि प्रदान करने होंगे। निविदाकार ऐसे सॉफ्टवेयर अद्यतनों, रिलीज, संस्करण उन्नयन, नए संस्करणों आदि के कार्यान्वयन/प्रचालन/अनुकूलन का कार्य भी करेगा। रखरखाव अनुबंध के लिए यह भी आवश्यक होगा कि निविदाकर्ता को सभी आपूर्ति किए गए दस्तावेजों को ऐसी स्थिति में बनाए रखना होगा ताकि किसी भी समय उत्पादों की स्थिति को सही ढंग से प्रतिबिंबित किया जा सके। तदनुसार निविदाकर्ता को अपनी उद्धृत लागत में निम्नलिखित शामिल करना चाहिए:

- a. दर में ओईएम द्वारा जारी आवश्यक सॉफ्टवेयर उन्नयन प्रदान करना शामिल होगा और इसे प्रदान किया जाना चाहिए।
- b. दर में निविदाकर्ता द्वारा पूरे सिस्टम के लिए और सभी उपयोगकर्ताओं के लिए प्रदान किए गए सभी सॉफ्टवेयर के लिए लाइसेंस के नवीकरण की लागत, यदि कोई हो, शामिल होगी और इस तरह के नवीकरण को समय पर अच्छी तरह से किया जाना चाहिए।

Scope of works during CAMC

The scope during the DLP and AMC will be as follows:

- i. Any defect(s) in the system/sub-assemblies, found within the warranty period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of any component including cards, spare parts and wiring and labour involved etc. the rates quoted should include all such factors.

- ii. During this period, full servicing and cleaning of devices **once in a quarter** shall be done including attending to ANY NUMBER of breakdown calls.

The tenderers shall also quote their charges separately for Comprehensive Annual maintenance service contract after expiry of one year warranty period.

The 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, cost of spares etc.

- a. During Warranty and CAMC period the system will be inspected and checked by deputing a competent, trained service engineer on quarterly basis as per following schedule: The bidder will have to provide, at no additional cost to the Bank, all software updates, releases, Version upgrades, New Versions etc. as and when required for smooth functioning of the IP PABX system.
- b. The selected Bidder shall provide preventive maintenance of the newly installed IP PABX system at least quarterly and relevant reports duly signed by Bank's engineer have to be submitted to Bank for information, records during DLP as well as AMC period
- c. **The system shall be maintained by the bidder for a minimum period of 10 years from the date of handing over at the rate quoted and terms and conditions of the tender.**
- d. 24x7 support shall be made available by the bidder for IP PABX system
- e. The system shall be serviced regularly and maintained in proper working condition round the clock.
- f. The contractor shall keep the sufficient stock of the spares at site as well as at their service centre as required for proper functioning of the system. Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- g. The scope of maintenance in addition to preventive maintenance will also include attending to any number of breakdown calls.
- h. **Software upgrades and Renewal of Licences to be provided.**

The tenderer shall have to provide all software updates, releases, Version upgrades, New Versions etc. of all the Application Software and Custom Software included in the Products including renewal of all licences provided **without any extra cost during DLP period & AMC period**. The tenderer will also undertake to carry out implementation / operationalization / customisation of such software updates, releases, Version upgrades, New Versions etc. The maintenance contract shall also require that the tenderer to maintain all supplied documentation in such a state as to correctly reflect the state of the Products at any point in time. Accordingly, the tenderer should include in his quoted cost the following:

- a. The rate shall include for providing required software upgrades released by the OEM and the same should be provided.

- b. The rate shall include the cost of renewal of licenses, if any, for **all the software provided by the tenderer** for the entire system and for all the users and such renewal should be done well in time.

नियमित रखरखाव

- बैंक की आवश्यकताओं के अनुसार डीएलपी और एएमसी के दौरान नियमित रखरखाव भी किया जाएगा। सभी प्रदर्शन जांच की जानी चाहिए और सिस्टम लॉग बुक में दर्ज की जानी चाहिए।
- न्यूनतम के रूप में, प्रत्येक रखरखाव यात्रा पर निम्नलिखित प्रदर्शन जांच की जानी चाहिए।
- एक नरम ब्रश या लिंट कपड़े का उपयोग करके आईपी पीएबीएक्स सिस्टम (अंदर और बाहर) के बाहरी हिस्से से धूल और गंदगी को हटा दें। एक विलायक जो धातु और प्लास्टिक के फिनिश के लिए हानिरहित है, उसे अधिक जिद्दी दाग पर लागू किया जा सकता है।
- क्षति या ढीली केबल ग्रंथियों के किसी भी संकेत के लिए बाड़े के बाहरी हिस्से की जांच करें और पाए गए किसी भी दोष को ठीक करें।
- नरम ब्रश या वैक्यूम क्लीनर का उपयोग करके आईपी पीएबीएक्स उपकरण के इंटीरियर से किसी भी धूल या गंदगी को हटा दें।
- ओवर-हीटिंग, शुष्क जोड़ों और / या क्षतिग्रस्त पटरियों के संकेतों के लिए मुद्रित सर्किट बोर्डों की जांच करें।

Routine maintenance

- Routine maintenance shall also be carried out during the DLP and AMC in accordance with the Bank's requirements. All performance checks should be undertaken and recorded in the system logbook.
- As a minimum, the following performance checks must be undertaken on each maintenance visit.
- Remove dust and dirt from the exterior of the IP PABX system (Inside & outside) using a soft brush or a lint cloth. A solvent which is harmless to the finishes of metal and plastic may be applied to more stubborn stains.
- Examine the exterior of the enclosure for any signs of damage or loose cable glands and rectify any faults found.
- Remove any dust or dirt form the interior of the IP PABX equipment using a soft brush or a vacuum cleaner.
- Examine the printed circuit boards for signs of over-heating, dry joints and/or damaged tracks

वारंटी और एएमसी अवधि के दौरान सेवा में देरी के लिए जुर्माना:

वार्षिक रखरखाव सेवा अनुबंध की अवधि के दौरान, सभी सावधानी बरती जाएगी ताकि आईपी पीएबीएक्स प्रणाली का डाउनटाइम न्यूनतम रखा जाए और आईपी पीएबीएक्स प्रणाली को शिकायत प्राप्त होने के 24 घंटे के भीतर देखा जाएगा। यदि सर्वर रूम का पूरा आईपी पीएबीएक्स सिस्टम एक दिन से अधिक समय तक खराब रहता है, तो सेवा अनुबंध की दैनिक दर (उक्त एसी सिस्टम के सीएएमसी की वार्षिक दर / 365) के बराबर जुर्माना ठेकेदार को देय भुगतान से वसूला जाएगा।

ठेकेदार यह भी सुनिश्चित करेगा कि आईपी पीएबीएक्स प्रणाली के पूर्ण जीवन काल के लिए उचित रखरखाव के लिए आवश्यक पुर्जे आदि उनके पास आसानी से उपलब्ध हों।

सेवा के संतोषजनक समापन के बाद और बैंक के इंजीनियर/केयरटेकर द्वारा विधिवत हस्ताक्षरित संबंधित अवधि की सेवा रिपोर्ट के साथ तिमाही के लिए बिल जमा करने के बाद एएमसी शुल्क का भुगतान हर तिमाही में किया जाएगा।

Penalty for delay in service during warranty and AMC period:

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of IP PABX system is kept minimum and IP PABX system shall be attended within 24 hours of receiving the complaint. **In case, the entire IP PABX system remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.**

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the IP PABX system.

The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the Bank's Engineer/caretaker.

9. वार्षिक अनुबंध दरों का नवीनीकरण:

डीएलपी के सफल समापन के तुरंत बाद, ठेकेदार सीएएमसी के लिए उद्धृत/अनुमोदित दरों पर व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) कार्य करेगा। डीएलपी और प्रथम वर्ष सीएएमसी के पूरा होने के बाद, दरों को नीचे दिए गए अनुसार अगले 08 वर्षों के लिए संशोधित किया जाएगा: सीएएमसी दर को सीएएमसी के पहले वर्ष के बाद संशोधित किया जाएगा और अनुबंध को निम्नलिखित सूत्र के अनुसार गणना की गई संशोधित एएमसी राशि के आधार पर नवीनीकृत किया जाएगा:

Renewal of Comprehensive Annual Maintenance Contract rates:

Immediately after successful completion of DLP, the contractor shall carry out Comprehensive Annual Maintenance Contract (CAMC) work at the quoted/ approved rates for CAMC. After completion of DLP and 1st year CAMC, rates will be revised for further 08 years as given below:

The CAMC rate shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:

$$Ac = A_P [(15+60x(EPI_c/EPI_p) + 25x(CPI_c/CPI_p)) \times 1/100]$$

Ac	चालू वर्ष के लिए अनुबंध राशि। The contract amount for the current year.
A _P	पिछले वर्ष के लिए अनुबंध राशि। The contract amount for the previous year.

EPI _C	बिजली के उत्पादों के लिए थोक मूल्य सूचकांक चालू वर्ष के लिए अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI _P	विद्युत उत्पादों के लिए थोक मूल्य सूचकांक पिछले वर्ष के अनुबंध की शुरुआत की तारीख से 6 महीने पहले। Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI _C	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) चालू वर्ष के लिए अनुबंध शुरू होने की तारीख से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI _P	औद्योगिक श्रमिकों के लिए उपभोक्ता मूल्य सूचकांक (अखिल भारतीय औसत) पिछले वर्ष के अनुबंध की प्रारंभ तिथि से 6 महीने पहले। Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.

10. ए. उपकरण के पूरे जीवन चक्र के लिए अनुबंध, दोष देयता अवधि (वारंटी अवधि) और व्यापक वार्षिक रखरखाव सेवा अनुबंध की शर्तों और दायित्वों की उचित पूर्ति के खिलाफ सुरक्षा के रूप में, सफल निविदाकर्ता को शुरू में काम के पुरस्कार पर एक राशि जमा करनी होगी नियमों और दायित्वों की उचित पूर्ति के लिए सुरक्षा जमा के लिए किसी भी अनुसूचित बैंक से बैंक गारंटी (बीजी) के रूप में कार्य के लिए अनुबंध मूल्य के 10% (दस प्रतिशत) के बराबर अनुबंध और पांच (5) वर्ष की आगे की अवधि यानी (एक वर्ष डीएलपी प्लस चार वर्ष सीएएमसी)।

यह बीजी नए स्थापित आईपी पीएबीएक्स सिस्टम को सौंपने की तारीख तक अनुबंध पूरा होने की अवधि और पांच (5) वर्षों की अगली अवधि यानी (एक वर्ष डीएलपी प्लस चार वर्ष सीएएमसी) के लिए वैध होनी चाहिए। पीबीजी जमा करने में 28 दिनों से अधिक की देरी के मामले में, ठेकेदार के बिलों से बैंक दर पर जुर्माना काटा जाएगा। बैंक गारंटी अनुबंध अवधि और परियोजना के आभासी समापन की तारीख से पांच (05) वर्ष के लिए वैध होनी चाहिए।

A. As security against due fulfillment of the terms and obligations of the Contract, Defect Liability Period (Warranty period) and Comprehensive Annual Maintenance Service Contract for the entire life cycle of the equipment, the successful tenderer shall initially furnish on award of the works, an amount equal to 10% (Ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract and further period of FIVE (5) years i.e. (one year DLP plus four year CAMC).

This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed IP PABX System and a further period of FIVE (5) years i.e. (one-year DLP plus four year CAMC). In case of any delay in submission of the PBG beyond 28 days, penalty will be deducted from the bills of the contractor at Bank rate. The Bank Guarantee must be valid for Contract period & five (05) years from the date of virtual completion of the project.

बी. पांच वर्षों (01 वर्ष डीएलपी और प्रारंभिक 04 वर्ष सीएएमसी अवधि) के पूरा होने के बाद, निविदाकार को व्यापक वार्षिक रखरखाव अनुबंध के दायित्वों की उचित पूर्ति के लिए अनुबंध मूल्य के पांच प्रतिशत (5%) की राशि के लिए पांच साल की अवधि के लिए वैध एक नया बीजी प्रस्तुत करना होगा। इस नवीनीकृत बीजी को 10% राशि के उपर्युक्त संदर्भित बीजी की समाप्ति से कम से कम 15 दिन पहले प्रस्तुत किया जाना चाहिए। 5% बीजी प्रस्तुत करने में फर्म की ओर से विफलता के मामले में, प्रारंभिक 10% पीबीजी फर्म को किसी भी नोटिस के बिना लागू किया जाएगा।

B. After completion of five years (01 year DLP & initial 04 years CAMC period), the tenderer shall furnish a fresh BG valid for a further period of FIVE years for a sum of Five percent (5%) of the contract value for due fulfillment of the obligations towards Comprehensive Annual maintenance contract. This renewed BG should be submitted atleast 15 days in advance before expiry of above referred BG of 10% amount. In case of failure on the part of firm to submit 5% BG, initial 10% PBG will be invoked without any notice to the firm.

सी. दस (10) वर्ष (एक वर्ष डीएलपी और 09 वर्ष सीएएमसी) की प्रतिबद्ध अवधि की मुद्रा के दौरान किसी भी समय निविदा में निर्धारित डीएलपी और सीएएमसी के नियमों, शर्तों के असंतोषजनक प्रदर्शन के मामले में बैंक गारंटी को लागू करने का अधिकार सुरक्षित रखता है।

C. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of Ten (10) years (One-year DLP and 09 years CAMC).

11. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payments by the Bank under this Contract will be made only at Chennai.

12. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

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

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

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

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

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

The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

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

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

18. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 और इसके अंतर्गत बनाए गए सभी नियमों का पालन करेगा और इसके अंतर्गत सभी आवश्यकताओं को पूरा करेगा। संविदाकार किसी एक दिन कार्य पर लगाए जाने वाले अधिकतम मजदूरों की संख्या के बारे में बैंक को बताएगा। इस संख्या में

होने वाली वृद्धि को बिना किसी देरी के बैंक को बताया जाए। यदि कार्य के लिए लगाए जाने वाले मजूदरों की संख्या बीस या उससे अधिक होती है तो संविदाकार क्षेत्रीय श्रम आयुक्त से लाइसेंस प्राप्त करेगा। संविदाकार अपने द्वारा काम पर लगाए गए सभी मजदूरों/कामगारों को न्यूनतम मजूदरी का भुगतान सुनिश्चित करेगा।

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

- 19.** संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 ("अधिनियम") के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। भारतीय रिज़र्व बैंक (चेन्नै कार्यालय) के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा। संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- 20.** यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है। कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी। संविदा में विनिर्दिष्ट किए गए अनुसार कार्य की आवश्यक गति को बनाए रखने और कारीगरी की गुणवत्ता को सुनिश्चित करने के लिए पर्याप्त संख्या में श्रमिकों को काम पर रखेगा। संविदाकार कार्य के संबंध में अठारह वर्ष से कम के किसी व्यक्ति को काम पर नहीं रखेगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of

progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

21. संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों /कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी। संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के रूप में उचित मजदूरी से कम नहीं होगी। उचित मजदूरी का अर्थ है वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन के लिए मजदूरी और समय अथवा कार्य के भाग के लिए अन्य भत्ते शामिल होंगे। यह भत्ते आसपास दिए जा रहे ऐसे ही रोजगार के लिए प्रचलित बाजार दर के आधार पर दिए जाएंगे लेकिन ये भत्ते न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होंगे।

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

22. संविदाकार उसके द्वारा या उसके उप-संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा। संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, बैंक दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947 मातृत्व लाभ अधिनियम, 197, कार्यस्थल पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण (अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा। संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा।

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or anyother law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against

- i. कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान /व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा
Any claim arising out of third party loss / damage to life or property caused by / during execution of the work.
- ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

- iii. लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा
Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

23. ठेकेदार नीचे उल्लिखित बीमा पॉलिसियों को अपने स्वयं के खर्च पर, भारतीय रिजर्व बैंक और ठेकेदार के संयुक्त नाम (पॉलिसी में भारतीय रिजर्व बैंक का नाम पहले रखा जा रहा है) में काम के आभासी समापन तक वैध लेगा। साथ ही, काम शुरू होने से पहले नियोक्ता के पास भुगतान किए गए प्रीमियम के लिए पॉलिसी और रसीदें जमा करें।

- a) अनुबंध की कुल राशि के लिए ट्रांजिट, स्टोरेज, इरेक्शन, टेस्टिंग और कमीशनिंग पॉलिसी (निर्माण सभी जोखिम बीमा (ईएआर))।
- b) कामगार मुआवजा नीति (डब्ल्यूसीपी)
- c) तृतीय पक्ष देयता (टीपीएल) नीति निम्नानुसार सीमा के साथ प्राप्त की जाएगी:
 - I. 10,00,000/- काम की कुल अवधि के लिए।
 - II. 2,00,000/- प्रति घटना।

The contractor shall take insurance policies mentioned below at their own cost, in the joint names of Reserve Bank of India and the contractor (the name of Reserve Bank of India being placed first in the policy), valid till the virtual completion of work. Also, deposit the policy and receipts for the premium paid with the employer before the commencement of the work.

- a) Transit, storage, erection, testing and commissioning policy (Erection All Risk Insurance (EAR)) for the total amount of contract.
- b) Workmen Compensation Policy (WCP)
- c) Third party liability (TPL) policy shall be obtained with the limits as under:
 - I. 10,00,000/- for total duration of the work.
 - II. 2,00,000/- per occurrence.

24. कि इस संविदा के विभिन्न भागों को संविदाकार द्वारा पढ़ और पूरी तरह से समझ लिया है।

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

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

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

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों

यदि संविदाकार एक साझेदारी फर्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड Signature Clause
भारतीय रिज़र्व बैंक की ओर से हस्ताक्षिरित एवं सुपुर्द
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री / Shri

(नाम एवं पदनाम (/ *Name and designation*)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

- (1) पता / Address
(2) पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by
इनकी उपस्थिति में हस्ताक्षर किये गए / In the presence of

- (1) पता / Address
(2) पता / Address

If the contractor is a company.

यदि पार्टी भागीदारी फर्म या वैयक्ति के फर्म हो तो सभी अथवा सभी भागीदारों की ओर से हस्ताक्षर किये जाने चाहिए।

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

साक्षी / Witness

THE COMMON SEAL OF
निम्नलिखित की उपस्थिति में दिनांक ----- को
संपत्र निदेशक बोर्ड की बैठक में पारित संकल्प के

अनुसरण में इस पर ----- की कॉमन
मुहर लगाई गई है।

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

- (1)
- (2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में
इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए
हैं।

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

- (1)
- (2)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुर्पुद

SIGNED AND DELIVERED BY the
Contractor by the hand of Shri

and duly constituted attorney.

यदि निविदाकार उसके कॉमन
मुहर के अंतर्गत हस्ताक्षर
करता है तो हस्ताक्षर खंड संस्था
के अन्तर्नियमों में दिए गए मुहर
खंड से मेल खाने चाहिए।

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

यदि संविदाकार चाहे कंपनी के
रूप में या वैयक्तिक रूप में
मुख्तारनामा के अंतर्गत हस्ताक्षर
करता हो तो
स

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

Section III

खंड III / Section-III
व्यावसायिक शर्तें /Commercial Conditions

1. E-tenders are invited for the work of “**Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.**” E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC V3 website under RBI portal **not later than 14:00 Hrs of _____**. The bidders who fulfil the following Pre-Qualification criteria shall be eligible to participate in tendering process.

A. Composition of the firm / organization	Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc - Name of registering authority, date, registration number, etc.	Bidder should fill-up information in <u>Annexure-A: Format 1</u> annexed hereto and submit along with the following supporting documents. (i) Copy of registration certificate. (ii) Copies of the Articles of Association / Power of Attorney / other relevant documents. (iii) Copies of PAN card, TIN, Goods and Service Tax (GST) registration certificates. (iv) Copies of MSME registration certificates for MSME Firms (if applicable)
B. Duration of past experience	Only OEM or its Authorized dealer with valid Authorization certificate having minimum 5 years of experience of executing similar work(s)*. 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 October 31, 2020 .	i) Bidder should fill-up the information in <u>Format 2</u> annexed hereto indicating client-wise names of similar work(s)*, awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date etc and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed work order(s)/ completion certificate(s) and Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Bidder should also fill-up the information about similar work(s)* on-hand in the <u>Format 2A</u> annexed hereto and should

			<p>submit along with supporting documents viz. copies of work order(s) with details of items of work, issued by the client(s) for the work(s) in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.</p>
C.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	<p>The bidder should have experience of satisfactorily completed similar work(s)* during last 5 years ending October 31, 2025 from November 01, 2020, should be either of the following:</p> <p>i) Three completed similar works* each costing not less than the amount equal to ₹6.25 lakh or ii) Two completed similar works* each costing not less than the amount equal to ₹9.35 lakh. or iii) One completed similar work* costing not less than the amount equal to ₹18.70 Lakh.</p>	<p>Bidder should fill-up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*.</p> <p>(i) Copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time given for completing the work etc and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work(s) issued by the client(s) for works executed for government / public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Client certificate(s) for each of the qualifying work as per the Format 3A annexed hereto.</p>
D.	Annual financial turnover.	<p>Bidder should have had an annual financial turnover of amount equal to ₹18.7 lakh or more per year during the last 3 financial years, ending 31st March 2025.</p>	<p>Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents</p> <p>(i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered</p>

			Accountant indicating the turnover for financial years referred in the <u>Format 4</u> . (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof for creditworthiness and turnover of the bidder.
E.	Solvency and banker's certificate.	Should furnish solvency certificate issued by the bidder's banker specifically for the purpose of work for an amount equal to ₹18.7 lakh .	(i) Bidder should also submit banker's solvency certificate as per <u>Format 5</u> annexed hereto from their banker. (ii) Names and addresses of bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in <u>Format 5A</u>
F.	Service Setup	Full-fledged service setup should be available for the specified job either at Chennai wherefrom required quality after sales services can be regularly provided.	Bidders should indicate details of the service centre at Chennai, the staff strength, contact numbers, and availability of spares for the system

2. Tenderers should also upload the following documents in respect of fulfilling their eligibility with **suitable file names**.
- A letter from the OEM, authorizing the bidder to participate in the tender along with a copy of the agreement with the OEM as regards implementation of similar projects in India and their after sales service
 - Proof of remittance of EMD
 - Authorization letter from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per **Annexure B**.
 - Details of technical deviations proposed – As per **Annexure 'C'**
 - Detailed specifications** of the offered items such as IP PABX, communication servers, network switches, IP Phones etc. matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**.
 - Duly filled and Signed NEFT Mandate form as per **Annexure 'E'**
 - Complaint Escalation Matrix – **Annexure 'F'**

- h. Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India – [Annexure 'G'](#)
- i. Undertaking / Declaration /Certificate regarding satisfying the eligibility criteria- [Annexure 'H'](#)
- j. Undertaking regarding site visit by the tenderer to understand the work - [Annexure I](#)
- k. Proforma of Letter of Authorization from the OEM to participate in this Bid - [Annexure J](#)
- l. Proforma of undertaking for maintenance confirmation by the Bidder - [Annexure K](#)
- m. Any other information relevant to the proposed work.

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

Notes:

- (i) ***Similar work** shall mean ‘design, supply, installation, testing and commissioning (DSITC) of Server Gateway Architecture based IP PABX system for large office buildings / commercial premises’.
- (ii) Components of work executed other than those included in definition of similar work (mentioned above) shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify / cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client’s certificate for qualifying similar completed works carried out for Government / public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount.
- (v) Bank reserve its right to obtain the performance reports from the clients for the qualifying work(s), Banker(s) report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.
- (vi) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.
- (vii) **If the space in the format is insufficient for furnishing full details, the same information may be furnished on a separate sheet of paper strictly as per the**

format prescribed by the Bank duly signed with seal, scanned and uploaded along with supporting documents.

- (viii) Even, if no information is to be provided in a column, a '**Nil**' or '**No such case**' entry should be made in that column. If any particulars / query is not applicable in case of the bidder, it should be stated as '**Not applicable**' Tender document shall contain all the enclosures mentioned and copies shall be self-attested.
 - (ix) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and / or incomplete information are liable for rejection.
3. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs on _____** at Estate department, Reserve Bank Staff College, Teynampet Chennai to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum if any before submitting their bids.
4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only latest by 14:00 Hrs. on _____. **Part I will be opened at 15:00 Hrs on _____.** Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors through email.
5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
6. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after pre-bid meeting.
7. Vendors are requested to

- a) quote base rate for Supply, Installation, Testing and Commissioning of the system **without G.S.T and the same will be added automatically by the system.**
- b) with respect to buyback of old equipment, **quote rates in positive numbers, exclusive of all taxes like GST, TCS.** (GST at 18 % on the quoted rate and TCS at the rate of 1 % on the buyback value including GST, will be calculated by the system and will be deducted from the capital cost).

Thus the final total amount shown in the system including G.S.T and other applicable taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

1. The tenderers shall pay as Earnest Money (EMD) a sum of ₹37,400/- (Rupees Thirty seven thousand four hundred only) by a demand draft or Bank Guarantee in favour of Reserve bank Staff College, Chennai, drawn on a scheduled bank along with **tender eligibility papers and statements / Annexures mentioned in Part I of the**

tender (Hard copies) and Pre-Qualification papers given above. After receiving the EMD and other Pre Qualification papers firms will be allowed to continue in the online tendering process.

- a. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.
- b. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to _____@rbi.org.in.
- c. A tender which is not accompanied by such EMD will not be considered.
- d. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.
- e. EMD of successful bidder will be released after virtual completion of the work & submission of **Bank Guarantee of 10%** of the contract value as Security as mentioned in clause No.8(g). The EMD of unsuccessful tenderers shall be released on acceptance of the tender.
- f. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.
- g. **Performance Bank Guarantee as security deposit for completion period:**

On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value for the work in the form of a performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per Bank's format towards **security deposit** for the due fulfilment of the contract. The Bank guarantee towards Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter.

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

Bank Guarantee towards defect liability period and committed CAMC period

As security against due fulfillment of the terms and obligations of the Defect Liability Period (Warranty period) and Comprehensive Annual Maintenance Service Contract for the entire life cycle of the equipment, the successful tenderer shall initially furnish on award of the works, an amount equal to 10% (Ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract and further period of FIVE (5) years i.e. (one year DLP plus four year CAMC).

This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed IP PABX System and a further period of FIVE (5) years i.e. (one year DLP plus four year CAMC). In case of any delay in submission of the PBG beyond 28 days, penalty will be deducted from the bills of the contractor at Bank rate. The Bank Guarantee must be valid for Contract period & five (05) years from the date of virtual completion of the project.

After completion of initial five years (01 year DLP & initial 04 years CAMC period), the tenderer shall furnish a fresh BG valid for a further period of FIVE years for a sum of Five percent (5%) of the contract value for due fulfillment of the obligations towards Comprehensive Annual maintenance contract. This renewed BG should be submitted atleast 15 days in advance before expiry of above referred BG of 10% amount. In case of failure on the part of firm to submit 5% BG, initial 10% PBG will be invoked without any notice to the firm.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of Ten (10) years (One year DLP and 09 years CAMC).

Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per [Annexure D](#) towards security deposit for the due fulfilment of the contract.

- h. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP set out in the tender at any time during the currency of committed period of 10 years (1 yr. DLP + 9 years CAMC).
- 8. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
- 9. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.
- 10. The entire work of supply, installation, testing and commissioning of the batteries shall be completed within a period of **02 Months from the 10th day of date of issue of work order.**
- 11. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of **0.25 % of the cost of work executed per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

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

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

14. Warranty/Defect Liability period

The equipment supplied shall be warranted against all types of defects for a period of one year from the date of handing over of the complete IP PABX System at Bank's Staff College, Teynampet, Chennai.

Upon successful completion of defect liability period of one year- the system will be put under Comprehensive Annual Maintenance Contract for nine years..

A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period and entering into CAMC for the period of 09 years after 1 year of Defect Liability Period. No consent for renewal shall be sought from the firm, as the performance of CAMC during this period is a contractual obligation on the part of the firm. Also, the firm has to submit the renewed BG as per provisions of the contract well in advance that is before expiry of existing BG. If the firm fails to submit the renewed BG before expiry of existing BG, the Bank may take appropriate action including but not limited to encashment of existing BG.

The entire equipment shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of IP PABX system (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the AC units, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the IP PABX system free of charge at least once a quarter or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same.

Immediately after successful completion of DLP, the contractor shall enter into Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/approved rates for CAMC.

Scope of works during CAMC

The scope during the DLP and AMC will be as follows:

- i. Any defect(s) in the system/sub-assemblies, found within the warranty period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of any component including cards, spare parts and wiring and labour involved etc. the rates quoted should include all such factors.

- ii. During this period, full servicing and cleaning of devices **once in a quarter** shall be done including attending to ANY NUMBER of breakdown calls.

The tenderers shall also quote their charges separately for Comprehensive Annual maintenance service contract after expiry of one year warranty period.

The 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, cost of spares etc.

- a) During Warrante and CAMC period the system will be inspected and checked by deputing a competent, trained service engineer on quarterly basis as per following schedule: The bidder will have to provide, at no additional cost to the Bank, all software updates, releases, Version upgrades, New Versions etc. as and when required for smooth functioning of the IP PABX system.
- b) The selected Bidder shall provide preventive maintenance of the newly installed IP PABX system at least quarterly and relevant reports duly singed by Bank's engineer have to be submitted to Bank for information, records during DLP as well as AMC period
- c) **The system shall be maintained by the bidder for a minimum period of 10 years from the date of handing over at the rate quoted and terms and conditions of the tender.**
- d) 24x7 support shall be made available by the bidder for IP PABX system
- e) The system shall be serviced regularly and maintained in proper working condition round the clock.
- f) The contractor shall keep the sufficient stock of the spares at site as well as at their service centre as required for proper functioning of the system. Non availability of spares/standby units/components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- g) The scope of maintenance in addition to preventive maintenance will also include attending to any number of breakdown calls.
- h) **Software upgrades and Renewal of Licences to be provided.**

The tenderer shall have to provide all software updates, releases, Version upgrades, New Versions etc. of all the Application Software and Custom Software included in the Products including renewal of all licences provided **without any extra cost during DLP period & AMC period**. The tenderer will also undertake to carry out implementation / operationalization / customisation of such software updates, releases, Version upgrades, New Versions etc. The maintenance contract shall also require that the tenderer to maintain all supplied documentation in such a state as to correctly reflect the state of the Products at any point in time. Accordingly the tenderer should include in his quoted cost the following:

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

Routine maintenance

- Routine maintenance shall also be carried out during the DLP and AMC in accordance with the Bank's requirements. All performance checks should be undertaken and recorded in the system log book.
- As a minimum, the following performance checks must be undertaken on each maintenance visit.
- Remove dust and dirt from the exterior of the IP PABX system (Inside & outside) using a soft brush or a lint cloth. A solvent which is harmless to the finishes of metal and plastic may be applied to more stubborn stains.
- Examine the exterior of the enclosure for any signs of damage or loose cable glands and rectify any faults found.
- Remove any dust or dirt form the interior of the IP PABX equipment using a soft brush or a vacuum cleaner.
- Examine the printed circuit boards for signs of over-heating, dry joints and/or damaged tracks

Penalty for delay in service during warranty and AMC period

During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of IP PABX system is kept minimum and IP PABX system shall be attended within 24 hours of receiving the complaint. **In case, the entire IP PABX system of Server room remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.**

The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the IP PABX system.

The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the Bank's Engineer/caretaker.

15. Renewal of Comprehensive Annual Maintenance Contract rates:

Immediately after successful completion of DLP, the contractor shall carry out Comprehensive Annual Maintenance Contract (CAMC) work at the quoted/ approved rates for CAMC. After completion of DLP and 1st year CAMC, rates will be revised for further 08 years as given below:

The CAMC rate shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:

$$AC = AP [(15+60x(EPIC/EPIP)+25x(CPIC/CPIP)) / 100]$$

AC	The contract amount for the current year.
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AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The contactor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.

16. Evaluation of tenders:

The tenders will be evaluated not only on the basis of capital cost quoted for the AC system but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 09 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered:

$$\text{Total Cost of Ownership} = C - D + E * M.F$$

Where, C=Capital Cost of IP PABX system

D = Rebate of Old EPABX system

E= Comprehensive AMC Value of new IP PABX system

M. F=7.11 (Multiplying Factor)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	10 years from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Quarterly payment after satisfactory completion of the 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.

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.

17. Pre-dispatch Inspection

At Bank's discretion, the server architecture based IP PABX system may be inspected by the Bank's Engineers at factory premises before dispatch and cleared for shipment. Vendor should submit detail inspection / Q.A plan along with the offer. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the site during the period of defects liability and subsequent CAMC period. Supplier shall submit the factory test report / result for the supplied equipments during the inspection itself.

18. Packing and Despatch:

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at RBI Staff College Premises, Teynampet, Chennai.

19. 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.

- i. **60% of the quoted rates** after receipt of the material at site and on submission of the following documents:
 - 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 systems including maintenance 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 as per tender
- ii. **Balance 40% of the quoted rates** after erection, testing, commissioning and handing over of the entire system and submission of BG as per clause 8(g), commercial conditions

20. Insurance: - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDAI approved office the following insurance policies in the joint name of employer and himself with the employer being

first (Regional Director, Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.

- a) Storage, erection, testing and commissioning policy (E.A.R. policy) for the total amount of contract.
- b) Workmen compensation policy.
- c) Third party liability policy with the limits as under.

Rs.10,00,000/- for duration of the work.

Rs.2,00,000/- per occurrence

The payment for the system will be made by the office at which the equipments are supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said Batteries has been installed

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

The tenderers are requested to use the format given in **Section VIII** only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

22. **Agreement:** The successful tenderer shall execute an agreement with the Bank on non-judicial stamp paper in the format enclosed within **ten days** of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

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

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

खंड 4 / Section IV
सुरक्षा कोड / Safety Code

1. First aid appliances including adequate supply of sterilised dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all work 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 30 cm (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 meters 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 a 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; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
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 period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes sued in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

सुरक्षा कोड / Fire Safety Code

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

19. Aluminium / Steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

खंड 5 / Section V
इससे पूर्व संदर्भित शर्तें / The Conditions Hereinbefore Referred To

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

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

**Architecture based IP PABX system at Reserve
Bank Staff College, Chennai**

2. **Scope of Contract:** 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, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
 - a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 20 hereof.

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 works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

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 tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings, user manuals and Specifications.
4. 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.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system 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 architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

6. **Setting out of work:** 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.

7. **Materials and Workmanship to conform to description:** 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 contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

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

9. **Dismissal of workmen:** 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.
10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections 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.
11. **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.
- The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or 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 Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.
12. **Assignment and Subletting:** 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 not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. 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 addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the

Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

16. **Measurement of works:** 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 Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

17. **Prices for extra:** The Contractor may, when authorised and shall, when directed, in writing by 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 addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein

mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative 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 expenses beyond that reasonably contemplated by the contractor or is 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.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or 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 (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix.

18. Unfixed materials when taken into account to be the property of the Employer

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

19. Removal of improper work : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the

opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, 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 money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 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 materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.
21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-

contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation 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-contractors his servants or agents or any misuse by him or them or 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 Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof, the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

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

24. Insurance in respect of damage to person and property: 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 clause whatever in any 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 road, streets, foot-paths, bridges or ways as well as damage 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 it 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 legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.\

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 to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third-party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy, nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

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 works or in consequences thereof and shall at his own expenses 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 Architect 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 status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. 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 compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of 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 in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Transit, storage, erection, testing and commissioning policy (E.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/- per annum
 - b. Rs.2,00,000/- per occurrence

25. **Insurance:** The contractor shall, before commencement of the work, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer before commencement of the work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here 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 money due to the Contractor.

28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first 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 Contractors.

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work 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 shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or 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 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 shall be final and conclusive between the parties.

31. Termination of Contract by Contractor: If this 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 Architect 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 in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

32. Certificates and Payments: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names 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 sum ought to have been paid by the Employer until the payment.

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (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, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after there completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case

may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover compensation paid to workman

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or 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 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.

38. Abandonment of works

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of

compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by 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 of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions 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 permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

40. Right of employer to terminate contract in the event of death of Contractor or individual

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

41. Non-disclosure Clause:-

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

42. Sexual Harassment of women at work place

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and

Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.

- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Place

Signature of bidder

Date

**खंड 6 / Section VI
विशेष शर्तें / Special conditions**

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
5. The tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
6. The contractor shall prepare three copies of user manual after completion of the work and shall submit along with the final bill.
7. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
9. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to make availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
10. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
11. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
12. The tenderer shall use only approved brands of materials.

खंड 7 / Section VII
ससे पूर्व संदर्भित अनुबंध / Appendix Hereinbefore Referred

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final settlement of bill	45 days from the date of submission of invoice
3.	Date of commencement	10 th day from the date of award letter.
4.	Period of completion	02 months from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	45 days
8.	Interest for delayed payment	3 percent per annum

Seal & Signature of Contractor

Section (VIII)
TECHNICAL SPECIFICATIONS

GENERAL DESIGN REQUIREMENTS:

1. The design of all equipment and systems shall be based on the latest technology available. The design shall also provide for accommodating future advancements in the related field wherever possible.
2. The exchange shall be capable of proper operation when working in the following ambient conditions:
 - a. The system shall be compatible to tropical climate prevalent in India.
 - b. The system shall be able to operate in ambient temperature range +0 to +45 degrees Celsius.
 - c. The system shall be able to operate in relative humidity as prevalent in Chennai during Monsoon (maximum of 90%).
 - d. All the components shall be rated for continuous operation of the equipment and all the systems and sub-systems shall have an uptime in excess of 99%.
3. All the equipment, materials and components supplied shall be newly manufactured and without loose or temporary cabling. Wired options with jumpered cabling on circuit boards shall be kept to a minimum.
4. All components used in the exchange shall be non-inflammable or self-extinguishing type and be fully tropicalized.
5. The exchange design shall ensure that the damage caused to one zone does not propagate to other areas and that damage remains highly localized.
6. The exchange shall be protected against malfunctioning on account of noise from electromagnetic or electrostatic sources and induced voltages. The tenderer shall furnish details of the level of protection provided.
7. The metal parts of the system shall be mechanically rugged and made of corrosion resistant material or shall be finished with anti-corrosive finish.
8. The system shall be provided with name plates incorporating the name of the supplier, serial number of the unit, year of manufacture, input/output specifications.
9. The system shall be provided with indications for status of system (continuously) and alarms. These alarms shall be provided to indicate the failure of the power supply or any malfunction in the system. The fault indications shall be sufficient to direct the maintenance personnel for location and rectification of the fault.
10. The exchange should have the ventilation and cooling arrangements for dissipation of heat generated.
11. All cables of inter-bay and inter-card connection shall be of plug-in type and supplied with factory wired connections.
12. The equipment shall be suitably marked in English. All external plug points and connection points shall have bold legends indicating the nature of their use. Direction of connection if possible shall also be indicated.
13. Colour codes used for Power feeding bars, cables and Earth shall be identical for a given voltage throughout the equipment. The colour coding scheme used throughout

the equipment shall be furnished by the tenderer.

14. The system offered by the tenderer shall be approved for “IP PABX with Media Gateway” with valid GR no. by the Telecommunication Engineering Center (TEC), Department of Telecommunication, GOI. The tenderer shall upload documentary proof from the T.E.C.

15. Care shall be taken that:

- a. All the non-current carrying metal parts of the system and all other parts of metal shall be bonded together and connected by means of earth continuity conductor to earth electrode.
- b. The earth pin of socket shall be effectively connected to earth.
- c. Earth continuity conductors shall be of high conductivity copper wire of suitable cross-sectional area.

16. The tenderer shall undertake to provide complete software maintenance support including debugging facilities and generation and installation of improved modified and revised versions of Software.

Place:

Date:

Seal & Signature of the Tenderer.

ખડક 9 / Section IX
EQUIPMENT SPECIFICATIONS:
(To be uploaded at the time of submission of tender)

TECHNICAL SPECIFICATIONS & SCOPE OF WORK:-

7.1 Vendor's Scope of Work: -

1. Design, Supply, Installation, Testing and Commissioning of Server Gateway architecture-based Internet Protocol (IP) Telecommunication Exchange.
2. Design of layout of Exchange and its auxiliaries and peripherals at location shown by RBI.
3. Installation of the Exchange, 01 No. 300 Pair Main Distribution Frame (MDF) at system side including other auxiliaries and peripherals including necessary connection by providing required cables, patch cords, connectors etc. from server to system side MDF and jumpering in between system side MDF and field side MDF all complete at location as shown by Bank Engineer-in-Charge.
4. SITC of 01 No. Layer 2 Network Switch Gigabit Ethernet (10/100/1000T) - 24 Port
5. Cabling from proposed Exchange to MDF and in between MDF including termination of cables at both the MDF and Exchange.
6. Carrying out all civil (Including Rack dismantling and rebuilding) activities for installation of the above.
7. One year warranty and maintenance from the date of commissioning.
8. Vendor's scope also includes buy-back of existing old EPBAX system (Model:DX-2000, Make: CORAL) operating at Bank's Staff College premises. All arrangement of dismantling the existing EPBAX system, packing, Loading / unloading and forwarding shall be in vendor's scope.
9. Before bidding of the tender, vendor has to visit site to study the requirements and location of new Exchange & MDF for carrying out the job.
10. Vendor shall follow all Statutory and Safety regulations for doing the above cited work.
11. Documentation including installation, testing, programming and commissioning reports and O & M Manual, in both soft and hard (2 nos.) copies.
12. LAN cable/ OFC cable with LIUs and accessories connectivity from exchange rack to Layer-2 network switches

7.2 Bank's Scope:-

1. Location of the new Exchange & MDF shall be decided by RBI.
2. 240 Volt (+/- 10%), 50 Hz, single phase AC, uninterrupted power supply shall be provided by the Bank for the new Exchange and its auxiliaries and peripherals.
3. Bank shall provide air-conditioners as required in the Exchange room.
4. Cabling from Telephone instruments to MDF (field side) of proposed Exchange.
5. LAN cable connectivity from Layer-2 network switches to IP phones instruments.

7.3 Technical Specification of server Gateway Architecture based IP Exchange: -

7.3.1 Description of IP PABX:-

a) System specification

The system should be based on Server - Gateway Architecture with redundancy of Server. The connection from Server to Gateway shall be on IP. The vendor must quote for branded Servers as mentioned below. Card based Server shall not be acceptable.

The server should be Industry standard Servers from reputed manufacturers i.e. Dell/IBM/HP. OEM based Servers shall not be acceptable. The minimum specifications required are as follows:

- Processor : Quad Core Intel Xeon, i3 or above
- Memory : 16 GB or above
- Hard Disk : SATA SSD with 4 TB or above
- Operating System : Linux
- Card based / OEM based Servers shall not be acceptable
- Vendors to provide Duplicate Servers in Active-Active MODE

Vendors to provide Redundancy of Server and both the servers shall work in Active-Active mode which means the both servers shall work in parallel and in case one server fails, the other server shall take entire load with same class of service and programming. The on-going calls during such switch over should not get affected. Vendors shall be required to demonstrate the same. The Server's primary media shall be IP.

The Servers shall be placed at a single site currently and the Gateway IP PABX shall be placed at a single / multiple sites currently and all the extensions shall be cabled from this site.

The IP based PABX system shall be designed with IP at the core and shall be built on IP (LAN/WAN) network, securely interconnecting its Servers, Media-Gateway(s) and PABX System Programming & Management platform(s) to meet the functional & technical requirements of the tender document. The system should also support IPV6 from day one. Various Core Server Software Applications may reside inside a single Server Hardware Platform or may be distributed in different Server Hardware Platforms depending upon architecture offered by an OEM. The architecture of the system and the system layout shall be uploaded by the tenderer along with Part I documents.

The entire stack (including Server + Gateway/IP PABX) should support IPV4 and IPV6 from day1 and the same shall have to be proven by the Vendor. Necessary TEC Certificate stating that the IP PABX works on Server Gateway architecture and supports IPV6 to be provided by Vendor. TEC for only PBX shall not be acceptable.

➤ **Universal Slot Based Media Gateway / IP PBAX SPECIFICATIONS with Self Survivable Capability**

During an event of Servers Failure, the IP PABX must work on self-survivable mode and without any disconnection and must provide same class of service to all the extensions (Analog, IP and Digital) and also with same numbering scheme without any manual changes.

The Media Gateway / IP PABX shall be a full-fledged TDM and IP Communication box / Rack supporting all the different connectivity's as follows: These connectivities shall be integrated and each Gateway must support following capacity connectivities. No FXO/FXS arrangement shall be acceptable in form of Gateway.

The Media Gateway must be TEC approved and the same shall be valid at least for one year from the date of Tender. Non TEC approved or TEC applied brands and products shall be OUTRIGHTLY REJECTED. The TEC approval must specifically state that it is approved for SERVER - MEDIA Gateway and also supports IPV6.

Media Gateway shall be self-survivable, i.e. all analog, IP and digital extensions should be working even if both core servers are down or IP connectivity to servers is broken.

The exchange shall be fully Non-blocking switching system with ISDN and IP ready.

The exchange shall be based on a Robust, Reliable, Virus Protected, Fully IP, Digital, ISDN exchange with Stored Program Control (SPC) using Pulse Code Modulation/Time Division Multiplexing (PCM/TDM) switching technique for connecting Analogue, Digital extensions, as well as connectivity to IP phones on the same exchange confirming to latest ITU-T/CCITT /IEEE standards.

The system shall have the capability of video conferencing and Unified Messaging Services to include voice-mail, e-mail. The system shall provide complete Non-blocking Digital path for Voice and Data Communication (IP Protocol). The system should also offer an in built Ethernet port management (LAN). The system shall have VPN Router for SIP PRI connection.

The offered model of IP based IP PABX system should have approval from TEC for interfacing with PSTN SIP Trunking with IPv4 & IPv6.

In this regard, duly notarized copy of TEC certificate is required to be submitted with the un-priced bid document.

- b) Server Gateway Architecture based IP Exchange shall be equipped the followings:
- i) Two no's of communication servers (in an active-active redundancy mode).
The servers shall having inbuilt power supply unit.
 - ii) 250 No's of Analogue Extensions with cards, expandable to minimum 300 extensions with addition of cards only without changing any hardware, software & activation / license key of the IP PABX.
 - iii) SIP PRI (each of 30-channel) ports for connection with other / local service providers with PRI cards and expandable to 4 ports with addition of cards only without changing any hardware of the IP PABX.
 - iv) 3 No's of extension for IP hard phones with license / activation key. IP phone capacity activation key for 20 no's of extension for IP phones. The

- exchange shall be expandable up to minimum 100 extension for IP phones by adding license / activation key only without changing any hardware, software of the IP PABX.
- v) One Maintenance console/PC for call billing software & configuration of IP PABX which shall be integrated with one IP phone.
- vi) Powder coated, mild steel, floor standing server rack having following dimension:- [: **24 U.**].
- The Racks shall be of Modular construction, welded or CKD (Complete Knock Down) design for easy accessibility and easy installation at site.
- vii) Necessary all the cards & additional modules / media gateway for the above exchange.
- viii) Required software and one-time license / activation key / capacity activation key for the above mentioned configuration.
- ix) one no. of 300 pair Main Distribution Frame (MDF) with krone module and IPMs for system side including other auxiliaries and peripherals including necessary connection by providing required cables, patch cords, connectors etc. from server to system side MDF and jumpering in between system side MDF and field side MDF.
- c) Exchange shall be so designed as to accommodate future requirements as given above without carrying out any expansion involving any processor or control system upgradation.
- d) The system offered by the tenderer shall be approved for "**IP PABX with Media Gateway**" with valid GR no. by the **Telecommunication Engineering Center (TEC), Department of Telecommunication, GOI**. The tenderer shall upload documentary proof from the T.E.C.
- e) The system should integrate with Time Division Multiplexing (TDM) equipment and enable any mix between IP or TDM and Wired phones.
- f) The Server must be able to register IP Phones / SIP phones / SIP video phones / Analog phones and Digital phones directly to it without any additional hardware / using external / 3rd Party gateway. Vendor needs to clearly explain the registration process with documentary proof. System should support soft IP phones / SIP phones.
- g) The Exchange shall support H.323 / Session Initiation Protocol (SIP) technology and shall permit a) management of communication between H.323 and SIP terminals b) Interoperability between H.323 or SIP terminal and traditional telephony devices (digital terminal, IP, analog, private or public lines)
- h) Hardware of proposed system shall be compliant with current Indian directive concerning Restriction of Hazardous Substances (RoHS), concerning electrical and electronic equipment's. The Exchange shall support Integrated Services Digital Network (ISDN)
- i) System should support open platform like ISDN Q Sig, E&M, E1, and IP for networking same / other brand PBX system for Intercom calling among remote locations
- j) The Exchange must manage, control and support a range of IP telephone terminals for both voice and telephony applications as well as IP application terminals for voice, telephony support. The IP telephony system must support unified

- communication (UC) server & gateways architecture for SIP, Digital and Analog trunks connectivity.
- k) System should support built DHCP server, Routing functionality to provide Remote IP Extensions without using Firewall / VPN / MPLS Network.
 - l) System should support to connect Slave systems as one logical Network on IP with Total Transparency and control with the Master System.
 - m) System should be programmable using Browser without using / Installing any Utility or application in the PC.
 - n) PRI gateway should have Configuration – 1E1 (30 Channels) or 2E1 (60 Channels)
 - o) The Exchange shall have auto-restart capabilities to automatically reload the system software in case of power failure after the system power has restored.
 - p) System should support Software application to dial from PC and Integration with Microsoft outlook to be used with Analog , Digital and IP phones. Basic version should be available with unlimited activations as default functionality.
 - q) Voice to Email Functionality should be available for 20 no's of IP extensions as default without any additional licenses.
 - r) System should support 8 party Basic Conference and 16 party conference bridge without using any 3rd party Hardware.
 - s) 16 party conference should be available from SIP phones / Extensions also.
 - t) System should support 20 Ch IVR with 64 levels and 2 hours Advance voice mail as default.
 - u) System should support ACD routing for contact centre / Help Desk functionality with Q message announcing caller waiting number and time.
 - v) System should support supervisor screen for live call status for ACD / UCD calls and basic inbuilt reports with graphical analysis and scheduler using additional licenses.
 - w) System should support UPS integration, SNMP functionality for Network Management.
 - x) System should be capable of software update through FTP, USB and PC.
 - y) System should support Network DSS / Barge In / Common Voice mail for IP PBX Networked on ISDN Q Sig / IP of the same make.
 - z) System shall be provided the following features: -
1. Uniform Dial Plan
 2. Called / Calling / Connected / Busy Name and Number display
 3. Call Forwarding
 4. Call Transfer
 5. The system should support multiple conference options. i.e. Adhoc, Meet-me, Dial-in conference with Password Protection.
 6. Direct Inward and Outward Dialling
 7. CLI on Analogue Extensions.
 8. CLI on ISDN PRI trunks & Analog Trunks
 9. Automatic Call back
 10. Call Pickup, Direct & Group
 11. Call waiting
 12. Do Not Disturb (DND)
 13. Auto Attendant with simultaneous call handling capability of 8 ports expandable up to 64 ports
 14. Maintenance Console/PC integrated with one IP phone.

15. Distinctive Ringing for Intercom and External Calls
 16. Remote maintenance and Configuration Port
 17. Hardware and Software for LAN based maintenance
 18. Integrated Directory (for IP Phone)
 19. Silent Monitor
 20. Leased lines: complete or fractional E1 / PRI ISDN
 21. Simultaneous ring at Extension & Mobile Phone. The Mobile Phone user can then divert the call & establish a basic call handling facility.
 22. DOD with Authorization to access PSTN lines
 23. Abbreviated Dialing & Camp On Call Back
 24. Camp On Off-Hook
 25. Forced Release of Entire Group Call
 26. Forced Release of a Participant
 27. Simultaneous Three & Eight party Conference bridges (Min 08 Nos)
 28. Phone Dial Lock
 29. Last Number Redial
 30. Call Forwarding Internal (Busy, No Answer & Time)
 31. Call Forwarding External (Busy, No Answer & Time)
 32. Caller ID on Call Waiting
- aa) System should have built in LAN ports 2 nos. for 1st-LAN ,2nd-WAN ,3rd-Maintenance port: 01 no. LAN Port/ 01 no. RS 232 port
- IP media gateway should be enabled using virtual cards system should have dual 10/100 /1000 base T interface.
 - System should support minimum 100 IP Extensions.
 - System should support VoIP networking of IP PABX systems (branch concepts) on one logic as well Network on SIP. It should have option to Network min 100 systems without using any 3rd party interface / Gateways.
 - System should have capability to create VPN among Branch / Slave PBX without using any 3rd party Hardware.
- bb) Unified Communication should be built in the IP PABX server and can be used using optional license depending on requirements Unified Communication should have following features without using any 3rd party Hardware / software:
- Chat/Instant messaging
 - Contact list
 - Call Forward / Status change option one touch
 - Status based Voice messages
 - Fax messages through e mail
 - Notification Service
 - Popup Window
 - Microsoft outlook integration
 - Availability/Presence that allows employees to show their availability in order to provide colleagues and team members with information on their own status and accessibility.

- cc) Maintenance console / PC: -- Maintenance Console / PC should be integrated with one IP phone and have following features without using any 3rd party Hardware / software.
- Necessary hardware for IP PABX interface and all licensed software's related to Maintenance console should be supplied by the vendor. All the accessories specialized for Maintenance console / PC and Handset shall be supplied by vendor. Minimum Specifications for the PC is given below: Intel core i5 processor, 4GB RAM, 1 TB HDD, CD RW, Licensed Windows 11 Prof., 17 inch LED monitor, Keyboard.
- dd) The system must be able to interoperate with other telephone systems and end points using the following standards:-
- ▶ QSIG
 - ▶ PRI
 - ▶ H.323/SIP
- ee) Distributed Architecture and Redundancy: -
- ◆ All cards shall have their own internal resources so that failure of resources shall affect only the particular card and not the entire system. Unaffected cards / ports shall continue to remain in communication with each other
 - ◆ Media gateways should also provide distributed power supplies to ensure reliable gateway architecture.
- ff) Security: -
- 1) Access to software and hardware shall be password based. All software programs should be Virus protected.
 - 2) The Exchange shall be equipped with a firewall to protect the computing and communication resources via Internet or Intranet access.
- gg) Communication server security: -
- 1) Controlled access to management platform is imperative. The system must control the identity of the management terminals and the user accessing that terminal. During a connection, (local or remote) the system must check the consistency between the management platform name, management platform password, and user name before authorizing the connection.
 - 2) The call server Operating System must be Linux and it must not use or natively support network resource sharing services such as NFS, Samba or LPR.
 - 3) To avoid the introduction of virus, worm and Trojan type attacks; the use of internal e-mail servers is not acceptable.
 - 4) The Call Server must not employ the use of a 'default' password that is viable beyond the period of installation.
 - 5) Denial of Service: -
 - ▶ Proposed IP PABX and Media gateways must provide self-protection mechanisms to counter this type of attack.

- ▶ Media Gateways should not host services such as proxy, FTP, Telnet or local dynamic routing to prevent exploitation in Distributed Denial of Service attacks.
- hh) Management Security:-
- ▶ Role Based Account Management to define different levels of administrator access depending on specific function responsibility.
 - ▶ Administration users connecting directly to the Call Server (console) and management platform must be authenticated before gaining access to the call server.
- ii) Main Distribution Frame (MDF):-
- The Main Distribution Frame (MDF) of appropriate size with disconnecting type KRONE make LSA-PLUS type module connector (Including Dust proof cover, label holder etc.) shall be provided. It shall be made of MS with powder coating and shall have proper locking arrangement. The front door shall be preferably made of transparent acrylic in MS Frame. IPM protection of the junction lines shall be provided.
- 7.3.2 Software: -
- 1) The proposed system should be based on “open” software architecture and standardized to encourage the functional integration with the information systems. Software control of the real-time communications should be based on the LINUX operating system.
 - 2) The Software shall prevent corruption of data and other operational functions and shall prevent propagation of fault from one area to another.
 - 3) Improper manual operation of Software shall not cause any loss of data or program and shall under no circumstance jam the operation of the system. In case such jams do occur there shall be software programs available which restore the system to its normal state without power off.
 - 4) The Software shall include diagnostic programs to detect faults and localize them.
 - 5) The system software shall have adequate flexibility to easily adapt the change in services, features and facilities.
 - 6) Adequate provision shall be made in the software for:-
 - i. Increasing Exchange Capacities
 - ii. Provision for traffic analysis
 - iii. Additions of new features and facilities
 - iv. Upgrade system parameters
 - v. Automatically e- mails reports directly to pre-assigned mail id's
 - vi. User friendly Wizard for setting up extension user directory
 - vii. System output can be shared with almost any other application (Word, Excel, Text).
 - 7) Advanced Text and Graphical Reports: - The Frequency distribution figures shall be available for the following conditions.
 - i. Number of unanswered call due to trunk congestion, restriction.
 - ii. Number of calls which were waiting at console.

- iii. Number of times requests made for internal calls were met with busy tones.
 - iv. Number of incoming and outgoing calls per P&T trunk line.
- 8) The Software shall be: -
- a. Licensed
 - b. Free upgrades shall be available **without any extra cost during DLP period & AMC period.**

7.3.3 Communication Server: -

The exchange shall be based on server gateway architecture IP PABX system. Two no's of communication server must work in an Active / Active redundancy mode shall be proved in the IP PABX system. It should be possible to define servers load balancing mode. No card-based processor systems / soft switch should be quoted. All Servers / Hardware / software required for the System are to be provided by the bidder. All Hardware / servers should be standard 19" rack mountable. Each server shall have separate central procession unit, memory device and shall work with Linux based operating system.

7.3.4 IP Phone specifications -

- IP phones should have the following features / minimum standards.
IP phones should have the following features / minimum standards.
- SIP phone should be from the same OEM of IP telephony system
 - 3.5" main color display with 2.4" side color displays for DSS keys
 - Minimum 12 VoIP accounts
 - 4 soft keys, 6 one touch keys with LED
 - 5 Function keys (Phonebook, MWI, Headset, Redial etc.)
 - Auto provision via FTP/TFTP/HTTP/HTTPS for mass deployment
 - SRTP/ HTTPS/ TLS, 802.1x
 - Volume adjustment, ring tone selection, Headset, Wall-Mountable
 - IPv4 / IPv6
 - Codec: G.722, G.711, G.726, G.729, G.729A, iLBC, opus
 - VAD, CNG, PLC, AGC, AEC, RTCP-XR (RFC3611), VQ-RTCPXR (RFC6035)
 - Full-duplex hands-free speakerphone
 - SIP (RFC3261)
 - NAT Traversal: STUN mode or 3rd party SBC
 - DTMF: In-Band, RFC2833, SIP Info
 - IP Assignment: Static/DHCP
 - 1xRJ9 handset port
 - LED for call and message waiting indication
 - Dual-port Gigabit Ethernet
 - Power over Ethernet (IEEE 802.3af), Class 2

7.3.5 Powder coated Steel Server Rack: -

Server Racks configuration shall be welded frame with minimum 4 Nos. Pillars made of formed steel profile welded to top and bottom ribbed / reinforced frame additionally supported depth wise by 6 Nos depth rail four folded profile. Free standing on floor with 4 Nos casters wheels with 2 Nos. with brakes and 2 Nos. without brakes & with levelers or

plinth. The Racks shall be of Modular construction, CKD (Complete Knock Down) design for easy accessibility and easy installation at site.

The server rack shall be following features: -

- a. Conforms to DIN 41494 or Equivalent EIA /ISO / EN / CEA Standard
- b. Numbered U positions
- c. 100% assured compatibility with all equipment's conforming to DIN 41494 (General industrial standard for equipments)
- d. Powder coated finish with seven tank pretreatment process meeting ASTM standard
- e. Grounding & Bonding Options
- f. Fan module Mount provision on top cover

The server rack shall be following accessories: -

- i. Key Board Shelf
- ii. Fixed Shelf
- iii. Cantilever Shelf
- iv. Sliding Shelf
- v. Power Distribution Units
- vi. Cable Organisers
- vii. Fans and Fan Modules
- viii. Rack Ground Kit
- ix. Plinth, Casters, Levellers & Cable Basket.

7.3.6 Layer 2 Network Switch Gigabit Ethernet (10/100/1000T)- 24 Port (POE)

01 No. Layer 2 Network Switch Gigabit Ethernet (10/100/1000T) - 24 Port (POE) shall be provided by the vendor at suitable location suggested by Bank's engineer for connectivity of IP phones to the server rack. The provided L2 switch shall have necessary features for seamless functioning of the system (IPV6 routing support, in-built POE etc.) and comply all relevant standards. Technical Data sheet of proposed L2 switch should be uploaded with tender documents.

Supply and laying of CAT 6/OFC cable with LIUs and accessories for connectivity from IP PABX to L2 Network switches shall be provided by the successful tenderer.

7.4 Spares and Service Support : -

1. Vendor shall provide spares and service support for not less than 10 years. Vendor shall provide certificate to this effect.
2. Vendor shall be Original Equipment Manufacturer or an authorized / National Partner for sales, service and spares provider of OEM in India.
3. Breakdowns are to be attended within 24 hours from report of breakdown during maintenance period.
4. Vendor shall provide one year warranty after successful completion of installation and commissioning. Warranty shall include the proposed exchange.

5. Warranty shall be followed by three year years comprehensive AMC including preventive maintenance visits, attending breakdowns and replacement of all spares as required for the functioning of the Exchange
6. Vendor should provide following Tools for the Maintenance & Administration of the system.
 - a. Krone Tool – 1Nos
 - b. Nose Plier – 1 No
 - c. Mains Tester – 1 No
 - d. Cutting Plier – 1 No
 - e. Wire Stripper – 1 No

7.5 Inspection: -

- a. Vendor should submit detail inspection / QA plan along with the offer.
- b. Inspection will be done at supplier's factory / premises or at regional office and after acceptance only, shipping release will be issued.
- c. Final inspection will be done after successful installation, commissioning and 15 days trial run at actual location and after successful inspection and acceptance; Final inspection certificate will be issued.
- d. Supplier shall submit the factory test result for the supplied equipment during the inspection itself.
- e. The Inspection and tests shall be carried out to ensure that the Exchange performs as per the specifications laid out in this document. Testing and commissioning trials shall be given from all the parameters and features lay out above.

- 7.6 Installation, Commissioning of the entire system with in-house Training: -
 - a) Installation of the Equipment shall be carried out under supervision of your Senior Engineers.
 - b) All material required for the installation of the exchange shall be supplied in sufficient quantities so that the installation process is smooth. Any defective components, assemblies, sub-systems found during installations shall be replaced immediately.
 - c) All tools required for installation shall be supplied by the tenderer. Electrically operated tools shall work on 240V +/- 10% AC single phase power supply only.
 - d) The tenderer should minimize the downtime for installation the new system as well as the integration with existing system.

The installation should be done in stages as follows:

- i. Parallel installation of new system.
 - ii. Full programming and interface, extension configuration of new system
 - iii. Testing and commissioning of standalone system
 - iv. Switch over from old to new system
 - v. Removal of old system
-
- e) Training shall be provided to the Client's Operators and System Administrators in operating and running of the Network and member of staff for optimum use of exchange

feature. The tenderer should depute a senior engineer during office hours i.e. from 9.45 Hrs to 18.00 Hrs for a period of 3 months (after commissioning) for attending any complaints and training of staff.

7.7 The following shall be submitted after commissioning of the system and during hand-over: -

- a) Operation and Maintenance Manuals giving detailed procedure for Safe and Error free operation, basic trouble shooting and Emergency procedures and periodic preventive maintenance procedure to be adopted.
- b) Technical Reference Guide for the Equipment installed shall be provided.
- c) Reference Manuals, Installation guides and Users Manuals shall be provided for all the Software provided.
- d) All relevant test certificates / licenses key shall be furnished. Contractor shall also furnish all such certificates issued by the original equipment manufacture towards guarantee of performance of all equipment's supplied.

Place: -

Date:-

Seal

Signature of the tenderer with

खंड 10 / Section X

LIST OF APPROVED AND OFFERED MAKES

Sl. No	Description of items	Manufacturers
1.	Server Gateway Architecture based IP PABX.	Cisco / Avaya / Tadiran / alcatel / Karel / Coral / equivalent brand will be accepted subject to meeting Bank's specifications / standards as detailed in the tender
2.	Network POE switches	HP/DELL/D-link
3.	Communication Server	HP / DELL/ IBM
4.	M.D.F.	Krone
5.	Telephone Instruments (IP phone) for operator console.	Cisco / Avaya / Tadiran / alcatel / Karel / Coral / equivalent brand will be accepted subject to meeting bank's specifications / standards as detailed in the tender
6.	Server rack	Netrack / Valrack
7.	OFC cables	Finolex/D-link/Molex
8.	LIUs	Finolex/D-link/Molex

We hereby confirm that the offered equipment are as per the tender specifications and deliver the objective and requirement of the IP PABX system stated in the tender.

Place :

Date :

Seal and Signature of Bidder

खंड 11 / Section XI
Technical Data to be furnished by Tenderers

1.	Make and Country origin of the IP PABX manufacturer	
2.	Model no IP PABX Number	
3.	Make of Server with model no.	
4.	Ultimate Capacity	
	a) Total number of ports	
	b) Maximum extensions possible	
	c) No. of ports required for console	
	d) No. of consoles that can be connected	
	e) No. of PRI cards can be connected	
	f) No. of PRI line will be connected for each PRI card	
5.	Capacity Offered	
	a) Total number of ports	
	b) No. of PRI cards	
	c) Extension for analogue phone (Net)	
	d) Extension for IP phone	
	e) No. of Analogue ports	
6.	Technology	
	a) Whether 100% non-blocking (indicate the number of time slots)	
	b) Whether external call forwarding is possible.	
	c) Server Gateway Architecture based IP Exchange (Necessary certificate may be enclosed)	
	d) Supports Q sig on PRI	

	e) Exchange comply to ISO, ETSU and IEE standards, please specify.	
	f) Supports group calling in case of emergency	
	g) Supports E&M and E1 cards (30 channels).	
	h) Maximum number of extensions it can supports by adding additional modules	
	i) Type of console offered.	
	j) Whether extension card support FSK , CLI Technology	
	k) No. of ports on each analogue card	
7.	Voice Mail.	
	a)Whether system is support for Integrated voice mail.	
	b) Automatic transfer to operator in case all the DID ports are busy is available for the incoming calls.	
	c) In case of the extension being busy, no response or faulty, whether the call is automatically directed to the extensions voice mail box.	
	d) If programmed by the extension, whether the caller will be directed automatically to the respective voice mailbox.	
	e) Whether facility to access mail box from external line is available.	
	f) Whether the size of voice mail box can be defined for each box or is it the same for all mailboxes.	
8.	Telephone Instruments	
	a) IP Phone for console.	
	Make	
	Model	
9.	General	

a) Tenderer have to depute of an Engineer for three months after commission of the exchange during office hours and charges for the same has been considered in the quoted	
b) Submission of PBG of 10% of contract value has been accepted or not	
c) The exchange is compatible to install metering software.	
10. Power supply arrangement for the IP PABX system.	
a) Whether system is running by 24 volt DC or 48 volt DC.	
b) Bank will provide only 240 volt, 1-phase, 50 Hz uninterrupted power supply from central UPS system. All necessary power supply arrangement for IP PABX will be in vendor scope.	
c) Whether power supply arranges is inbuilt with the IP PABX system or separately. Provided.	

Place:

Date:

Signature of the tenderer with Seal.

Section XII

Unpriced Bill of Quantity

Name of Work: Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system in Reserve Bank Staff College, Chennai.

S.No	Description	Quantity	Unit
1	<p>Design, Supply, installation, testing and commissioning of fully Non-blocking Server Gateway Architecture based IP PABX system having 2 No's of communication server must work in an Active / Active redundancy mode. Each server shall have separate central processing unit, memory device and shall work with Linux based operating system. Exchange having present capacity of</p> <ul style="list-style-type: none"> • Software license for IP User – 20 Users • Analog Extensions – 250 Nos. • SIP PRI line (30 channel each) – 1 No. • Analog Junction Card – 24 Port • VPN Router for SIP PRI • IP based Operator Console – 01 No. • Software license for 16 Party Audio Bridge • Call Billing Software • Software license for Voice Mail • 24 U Server Rack – 01 No. <p>and required no. of master / control cards, inbuilt power supply unit / cards, including necessary cabling and connection.</p> <p>The offered system shall be Telecommunication Engineering Centre (TEC) approved. The Exchange shall be expendable and having all the features as per technical specification of the tender, all complete and as directed by the Engineer-in-charge.</p>	1	No.
2	Supply, installation, testing & commissioning of Layer 2 POE (power over ethernet) Network Switch Gigabit Ethernet (10/100/1000T) – 24 port POE and as per technical specification in tender Part-I	1	No.
3	<p>Supply, Installation, testing & commissioning of below Float cum Boost Charger (FCBC) with 4 hours of battery backup for the above IP PABX system as per technical specification in tender Part-I</p> <p>Minimum Ratings:</p> <p>Current rating: 25A</p> <p>Voltage rating: 48V</p> <p>Batteries shall be sealed, maintenance free with fire retardant casing.</p>	1	No.

4	Supply, installation and commissioning of one IP hard phone having all the features as per technical specification of the tender Part-I (cost includes, I/O boxes, connector CAT06 cables from POE switch to destined locations, patch cables/connector wires) etc and as per technical specification in tender Part-I	3	Nos.
5	Supply, installation, testing & commissioning of 01 No. of 300 Pair Main Distribution Frame (MDF) Box loaded with Krone modules and IPMs at system side, including other auxiliaries and peripherals including necessary connection by providing required cables, patch cords, connectors etc. from server to system side MDF and jumpering in between system side MDF and field side MDF all complete and as directed by the Engineer-in-charge.	1	No.
6	Maintenance console/ PC for call billing software & configuration of IP EPABX.	1	No.
7	Less buyback for carefully removing and taking away the following items of the existing EPABX system after handing over of new IP PABX system. Existing exchange (Coral Make - DX 2000 Model) with accessories - 1 no.	1	No.
8	Charges for Comprehensive, all inclusive, Annual Maintenance Service Contract (CAMC) of the above Server Gateway Architecture based IP PABX system, PC based operator & maintenance console, power supply, IP / Digital phones including all the existing set ups and accessories as per terms & conditions of tender. This rate is valid for one year after one year of free service / DLP.	1 Job	Per Annum

Date
Place

Seal and Signature of the tenderer

खंड 14 / SECTION - XIII.

ANNEXURES

TO

VARIOUS SECTIONS

अनुलग्नक A / Annexure 'A'.
Qualification/Eligibility Criteria forms.

Format 1

Basic Information.

1(a)	Name of the Contractor / firm.	
2.	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc, or MSME Registration etc., (upload the relevant documents in support thereof).	
2(a)	Name of the proprietor or Partners / directors of the organization / firm.	
3(a)	Registered Address.	
3(b)	Address for correspondence.	
4(a)	Contact person.	
4(b)	Designation.	
4(c)	Telephone No.	
4(d)	Mobile No.	
4(e)	FAX / Tele-fax:	
4(f)	e-mail id.	
5(a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any.	
6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	

Place:

Signature of bidder:

Date:

Address & seal:

Format 2

**PREVIOUS WORK EXPERIENCE List of important similar works executed by the contractor / firm
(Works completed before October 31, 2020).**

Sl. No . .	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi- Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplet e, or contract was terminat ed from either side?	Litigation /Arbitrati on, if any with details.	Any other relevant informa tion.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commenc ement of work	Scheduled date of completio n	Actual date of completi on				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Signature of the bidder with seal

Format 2A**List of important similar works 'in hand'**

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi- Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Signature of the bidder with seal

Format 3

Details of similar eligible work(s) (qualifying) completed during last five years ending November 01, 2020 and October 31, 2025
[Work(s) costing above the minimum value specified in pre-qualification criteria].

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/ client and Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation /Arbitration, if any with details.	Any other relevant information.
							Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

2. For each of the qualifying works, client certificate as per Format 3A shall be submitted.

Signature of the Bidder with seal

Format 3A**CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR**
(On Client's Letter Head)

Name & address of the Client:

Details of Works executed by Shri./Smt./M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay(indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading) ii) Amt. of work paid on reduced rates, if any.	Outstanding/Very Good/ Good/Satisfactory/poor
12	i) Did the contractor go for arbitration? ii) If yes, total amount of claim iii) Total amount awarded	
13	Comments on the capabilities of the contractor. a) Technical proficiency b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor

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	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Signature & Seal of authorized signatory

Regarding performance report/clients' certificate, for works carried out for Government/public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Shri Reserve Bank of India, Chennai for each of the Prequalification works.

Note: The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted

Format 4**FINANCIAL INFORMATION**

Sr.no.	Details	Financial Year		
		2022-23	2023-24	2024-25
		₹ in lakh	₹ in lakh	₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit/ Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant, as a proof of creditworthiness.
- ii. Submit supporting documents

Signature of the bidder with seal

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Format 5

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

Place:

Date:

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

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees

.....).

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

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Format 5A**Details of Bidder's Banker**

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the bidder with seal

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Annexure 'B'

Format for Letter of Authorisation / power of attorney for signing of application/proposal

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

..... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for **Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.** including signing and submission of all documents and providing information / responses to Estate Department RBI, Chennai representing us in all matters before RBI Chennai, and generally dealing with RBI Chennai 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).

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Annexure 'C'
Schedule of Technical Deviations if any

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

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

Seal of company & Signature

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Annexure 'D'
Proforma of Performance 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

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system 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 :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

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3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on

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- us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & seal)

BRANCH MANAGER (Banker's
Seal with Address)

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Annexure 'E'

ECS/ NEFT mandate form

**(Mandate for receiving payments through ECS /NEFT from RBI, Chennai
All entries should be filled in neatly and legibly in Capital letters**

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

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

Bank account particulars of the Vendor														
1	Name of the Bank													
2	Name of the Branch													
3	Address of the Bank Branch													
4	IFS Code (11 digits)													
5	MICR Code (9 digits)													
6	Bank account type (SB-10/ CA-11 / CC - 13)													
7	Core Banking Account No.													

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

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

Declaration

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

Date _____
Place _____

Signature of the Vendor/ Account holder

Vendor Common Seal

The Mail ID of Estate Department for Communication:

@rbi.org.in

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure 'F'

Complaint Escalation Matrix

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

Signature & Seal of the firm

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure 'G'

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

To

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

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

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

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

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

(Strikeout whichever of the above is not applicable).

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

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm with date

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure 'H'

**Undertaking / Declaration of debarment of Public Institutions
(To be submitted by tenderes on their letters head duly sealed and signed by
authorised signatory)**

To

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

Dear Sir,

**Subject: Design, Supply, Installation, Testing and Commissioning (DSITC) of Server
Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai**

I/We certify that..... (Name of the Bidder)

- a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
- b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
- c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
- d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

1. I/ We know and understood that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure I
UNDERTAKING

(Regarding site visit by the tenderer in order to understand the work)

To

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

Dear Sir,

Subject: Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system as per tender specifications.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Place:

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure J

**Proforma of Letter of Authorization from the OEM to participate in this Bid
(To be issued by the manufacturer of offered make of equipment on his letterhead)**

To
The Principal,
Reserve Bank staff College
359, Anna Salai,
Teynampet
Chennai – 600 018

Dear Sir,

Subject: Authorization Letter to M/s _____ for participation

in the bid for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

We _____, (name and address of the manufacturer) the manufacturer of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and

address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum 10 years from the date of this letter.

In the unlikely event of M/s

_____ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 10 years

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

(committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s _____ (Name of the manufacturer)

Signature of authorized signatory:

Name :

Designation :

Email address:

Address :

Date :

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.

Annexure K
Proforma of undertaking for maintenance confirmation by the Bidder

To

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

Dear Sir,

Subject: Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai

We hereby undertake to maintain the (name of the equipment) _____ to be installed by us in your Premises satisfactorily, for a period of not less than 9 years, after expiry of the defect liability/warranty period of one year, under Comprehensive Annual maintenance Contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s _____, the Original Equipment

Manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all inclusive service to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Server Gateway Architecture based IP PABX system at Reserve Bank Staff College, Chennai.