



भारतीय रिज़र्व बैंक / Reserve Bank of India
संपदा विभाग/ Estate Department

NOTICE INVITING TENDER (NIT)

E-Tender for Supply, Installation, testing and commissioning of Fire Redundant (FR) SMF Batteries for 2x40 KVA UPS System at RBI Ahmedabad

Reserve Bank of India, Ahmedabad office invites E-Tender for Supply, Installation, Testing and Commissioning (SITC) of Fire Redundant (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad office premises (River Front Building). The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

E-Tender No	RBI/AhmedabadRegionalOffice/Estate/3/24-25/ET/95
Estimated cost	7.80 Lakh
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn/)
Date of NIT available to parties to download	From 18:00 hrs. of July 02, 2024 onwards
Pre-Bid meeting	Offline 11.00 hrs. on July 23, 2024 Venue: Reserve Bank of India, 4 th Floor, Estate Department, Ahmedabad
Last Date of Submission of EMD	Up to 15.00 hrs. of August 05, 2024

i) Earnest Money Deposit	Rs.15,600/- by NEFT paid through NEFT/ Net Banking only to in our A/c No. Account No. Details for NEFT Beneficiary Name: ESTATE <space> Your Firm's Name Beneficiary Ac No: 186003001 IFSC: RBIS0AHPA01 (5 th and 10 th are zero. 186003001 & to Reserve Bank of India Ahmedabad).
ii) Tender Fees	NIL
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at RBI Ahmedabad www.mstcecommerce.com/eprochome/rbi	From 18:00 hrs. of July 02,2024 onwards
Date of closing of online e-tender for submission of Techno-Commercial Bid, Prequalification documents, Price Bid.	Up to 15.00 hrs. of August 05, 2024
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) and opening of price bid shall be informed separately	15.30 hrs. of August 05, 2024
Transaction Fee (To be submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	As per MSTC. Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director, Ahmedabad



भारतीय रिजर्व बैंक
RESERVE BANK OF INDIA
संपदा विभाग
अहमदाबाद

RBI/Ahmedabad Regional Office/Estate/3/24-25/ET/95

आरबीआई अहमदाबाद में 2X40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट
 (एफआर) एसएमएफ बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-टेंडर
 E-Tender for Supply, Installation, testing and commissioning of Fire
 Retardant (FR) SMF Batteries for 2X40 KVA UPS System at RBI
 Ahmedabad

निविदाकर्ता का नाम /Name of the Tenderer: _____

पता/Address: _____

प्रस्तुत करने की अंतिम तिथि	05 अगस्त 2024 अपराह्न 03:00 बजे या उससे पहले
Last date of submission	August 05, 2024, on or before 03:00 PM

यह दस्तावेज भारतीय रिजर्व बैंक (आरबीआई) की संपत्ति है। उक्त प्रयोजन के लिए आरबीआई को जवाब देने के उद्देश्य को छोड़कर, आरबीआई की लिखित अनुमति के बिना इसे इलेक्ट्रॉनिक या अन्य किसी भी माध्यम पर कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज की सामग्री का उपयोग, यहां तक कि अधिकृत कर्मियों / एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए, सख्ती से निषिद्ध है और कॉपीराइट उल्लंघन के बराबर होगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, अहमदाबाद ने इच्छुक पार्टियों को इस परियोजना की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और वह इसे सही मानता है, पर न तो भारतीय रिज़र्व बैंक और न ही इसका कोई प्राधिकारी या एजेंसी और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता इस दस्तावेज़ में निहित जानकारी या ऐसी कोई भी जानकारी जो इसके सहयोग से प्रदान की गई हो, उसकी पूर्णता या सटीकता के बारे में कोई वारंटी या किसी प्रतिनिधित्व, व्यक्त या निहित के बारे में कोई घोषणा करते हैं।

इस जानकारी के संपूर्ण होने का आशय नहीं है। इच्छुक पार्टियों को अपनी स्वयं की पूछताछ करने की आवश्यकता होती है और उत्तरदाताओं को लिखित रूप में यह पुष्टि करनी होगी कि उन्होंने ऐसा किया है और वे ई-निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई जानकारी पर ही आश्रित नहीं हैं। जानकारी इस आधार पर प्रदान की गई है कि यह भारतीय रिज़र्व बैंक या उसके किसी भी प्राधिकारी या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाता पर गैर-बाध्यकारी है।

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भारतीय रिज़र्व बैंक
संपदा विभाग
अहमदाबाद

निविदा आमंत्रण सूचना (एनआईटी)

आरबीआई अहमदाबाद में 2x40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट (एफआर) एसएमएफ बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-टेंडर

भारतीय रिज़र्व बैंक, अहमदाबाद कार्यालय आरबीआई अहमदाबाद कार्यालय परिसर (रिवर फ्रंट बिल्डिंग) में 2x40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट (एफआर) एसएमएफ बैटरियों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) के लिए ई-टेंडर आमंत्रित करता है। टेंडरिंग एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<http://mstcecommerce.com/eprochome/rbi>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को टेंडरिंग प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करना होगा। ई-टेंडर की अनुसूची इस प्रकार है :

ई-निविदा संख्या	RBI/AhmedabadRegionalOffice/Estate/3/ 24-25/ET/95
अनुमानित लागत	7.80 लाख
निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - टेक्नो-कमर्शियल बोली और भाग II - मूल्य बोली www.mstcecommerce.com/eprocn के माध्यम से)
एनआईटी की तिथि पार्टियों के लिए डाउनलोड करने हेतु उपलब्ध है	02 जुलाई 2024 के 18:00 बजे से आगे
बोली-पूर्व बैठक	ऑफलाइन 11.00 बजे 23 जुलाई 2024 स्थान: भारतीय रिज़र्व बैंक, चौथी मंजिल, संपदा विभाग, अहमदाबाद
i) बयाना राशि जमा	रु. 15,600/- एनईएफटी/नेट बैंकिंग के माध्यम से केवल हमारे खाता संख्या खाता संख्या में भुगतान किया गया। एनईएफटी का विवरण लाभार्थी का नाम: ESTATE <space> आपकी फर्म का नाम लाभार्थी खाता संख्या: 186003001

	आईएफएससी: RBISOAHPA01 (5 ^{वीं} और 10 ^{वीं} 186003001 और भारतीय रिजर्व बैंक अहमदाबाद को)।
ii) निविदा शुल्क	शून्य
ईएमडी जमा करने की अंतिम तिथि	05 अगस्त 2024 के 15.00 बजे तक
आरबीआई अहमदाबाद में ऑनलाइन टेक्नो-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ई-टेंडर शुरू होने की तिथि www.mstcecommerce.com/eprocn	02 जुलाई 2024 के 18:00 बजे से आगे
टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि।	05 अगस्त 2024 के 15.00 बजे तक
भाग-1 (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय तथा मूल्य बोली खोलने की सूचना अलग से दी जाएगी।	05 अगस्त 2024 के 15.30 बजे तक
लेनदेन शुल्क (ई-निविदा में भाग लेने के लिए विक्रेताओं द्वारा एमएसटीसी ई-भुगतान गेटवे के माध्यम से एमएसटीसी को अलग से जमा किया जाना है)	एमएसटीसी के अनुसार, एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान

आवेदन करने के इच्छुक आवेदकों को अपनी योग्यता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में विफल रहने की स्थिति में, बैंक उनकी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखता है। बिना ईएमडी के निविदाएं किसी भी परिस्थिति में स्वीकार नहीं की जाएंगी। बैंक सबसे कम कीमत वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

भविष्य में निविदा में यदि कोई संशोधन/शुद्धिपत्र जारी किया जाएगा तो उसे केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर ही अधिसूचित किया जाएगा तथा समाचार पत्र में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक, अहमदाबाद



RESERVE BANK OF INDIA
Estate Department
Ahmedabad

NOTICE INVITING TENDER (NIT)

E-Tender for Supply, Installation, testing and commissioning of Fire Retardant (FR) SMF Batteries for 2x40 KVA UPS System at RBI Ahmedabad

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i) Earnest Money Deposit	Rs. 15,600/- by NEFT paid through NEFT/ Net Banking only to in our A/c No. Account No. Details for NEFT Beneficiary Name: ESTATE <space> Your Firm's Name Beneficiary Ac No: 186003001 IFSC: RBIS0AHPA01 (5th and 10th. 186003001 & to Reserve Bank of India Ahmedabad.

ii) Tender Fees	NIL
Last date of submission of EMD	Up to 15.00 hrs. of August 05, 2024
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Regional Director, Ahmedabad

Part I / Techno- commercial bid Document

SCHEDULE OF TENDER (SOT)

E-Tender No	RBI/Ahmedabad Regional Office/Estate/3/24-25/ET/95
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i) Earnest Money Deposit	Rs 15,600/- by NEFT paid through NEFT/ Net Banking only to in our A/c No. Account No. 186003001 & RBIS0AHPA01 (5th and 10th character being 'Zero') to Reserve Bank of India Ahmedabad.
ii) Tender Fees	As per MSTC
Last date of submission of EMD	Up to 15.00 hrs. of August 05, 2024
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Date: _____

Name & Signature of Tenderer with stamp

Place: _____

Important instructions for E-procurement

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

1. Process of E-Tender: A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected to the Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit. 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender). Contact person (RBI, Ahmedabad): <table border="1" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">1. Nitin Dolare, AGM ndolare@rbi.org.in 079-27543008 9826071724</td><td style="width: 50%; vertical-align: top;">2. Shri Pankaj Dandaliya, Assistant Manager pdandaliya@rbi.org.in 079-27548423</td></tr></table> Contact person (MSTC Ltd): <table border="1" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;">1. Megha Sinha, megha@mstcindia.co.in Ph-0265-2310606/ 2339672, 2330726, 7044067736</td><td style="width: 50%; vertical-align: top;">2. Shri Manoj Pandey, Management Trainee mpandey@mstcindia.co.in Ph-0265-2310606/2339672, 2330726,9727700986</td></tr></table>	1. Nitin Dolare, AGM ndolare@rbi.org.in 079-27543008 9826071724	2. Shri Pankaj Dandaliya, Assistant Manager pdandaliya@rbi.org.in 079-27548423	1. Megha Sinha, megha@mstcindia.co.in Ph-0265-2310606/ 2339672, 2330726, 7044067736	2. Shri Manoj Pandey, Management Trainee mpandey@mstcindia.co.in Ph-0265-2310606/2339672, 2330726,9727700986
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	<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>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.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprocn. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
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 without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s</p>

	<p>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 access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE:</p> <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.</p>
5.	<p>Information about e-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).</p>
6.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<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/Govtdepts→ 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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid have been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendors 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.</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 without 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>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof

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| 11. | Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 05224244702/05224240445 well in advance and bidders are advised to avoid any last-minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved. |
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Section-I: E-Tender Notice (only through e- procurement)

Only those Firms/ Agencies/Company/OEM/Authorized Dealers who fulfill the following pre-qualification criteria are eligible to tender:

1. E-Tenders are invited in two parts for **Supply, Installation, Testing and Commissioning (SITC) of Fire Retardant (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad** an estimated to cost of Rs 7.80 lakh and is to be completed within 45 days from 10th day of issuing of Work Order.
2. Only OEM or its authorised dealer who have-
 - (i) Valid authorization certificate: - The firms should enclose copy of their authorized dealership/OEM/Distributers. Without such authorization, no tenders will be considered.
 - (ii) Minimum 5 years of experience (i.e during last 5 years ending last day of month previous to the one of which application are invited) in the field of undertaking similar work "**Supply, Installation, Testing and Commissioning (SITC) of Fire Retardant (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad**" for large office buildings / residential buildings / commercial premises / industrial houses.
 - (iii) Executed successfully similar works individually costing during last 5 years ending last day of month previous to the one of which application are invited -
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost.
 - or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost.
 - or
 - (c) One work costing not less than the amount equal to 80% of the estimated cost
 - (iv) Minimum annual turnover of Rs.7.80 Lakh during the last 3 financial years
 - (v) A service set up in **Ahmedabad/Vadodara/Surat**: - Annexure to be attached along with address proof.
3. **Tendering firms/companies should have current account in scheduled banks.**
4. The following information in writing/ documents to satisfy the Bank about their eligibility **should be attached** for participating in the E-tendering process- **Checklist**

(a)	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in detail should be submitted along with the name(s) and address(es) of the partners, copy of the Articles of association/ power of Attorney/ any other relevant document.	Tenderer Remarks
(b)	Work experience	Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates.	
		The details along with documentary evidence of previous experience if any, of carrying out works for the Reserve bank of India at any center should also be given.	
(c)	Details of the completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost(s) of executed work(s), names, and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished.	
(d)	Service Setup Address	Address proof of service setup attached	
		Firm shall submit the documentary proof of the same. Firms shall upload scanned copy of the Documents required on www.mstcecommerce.com along with the technical bid	
(e)	Authorization certificate from OEM as given.	The firms should enclose copy of their authorized dealership/OEM/Distributers.	

(f)	Annual Turnover of 7.8 Lakh or more	For last 3 years i.e., 2023-24, 2022-23 and 2021-22.	
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5. In the event of intending tenderers' failure to satisfy the Bank, the Bank reserves the right to refuse issuance of tender forms/ documents to them.
6. After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
7. The Bank may obtain reports on the past of the tenderer from their clients. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his reports received from his clients report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender and his sealed cover containing Part-II of the tender shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.
8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The bank also reserves the right to reject all the tenders without assigning any reason therefore.

9. Important Information

a	Estimate cost of the work	Rs 7.80 lakh
b	Bid security amount / EMD only through NEFT and intimate/forward the transaction details on estateahmedabad@rbi.org.in	Rs 15,600/- by NEFT paid through NEFT/ Net Banking only to in our A/c No. Account No. 186003001 & RBIS0AHPA01 (5th and 10th character being 'Zero') to Reserve Bank of India Ahmedabad.
c	Bank Guarantee:	As per clause 3.7
d	Tender documents can be downloaded	From www.mstcecommerce.com/eprocn
e	Date and place of Pre-bid meeting	Pre-bid meeting July 23, 2024 and time 11.00 Hrs. (Offline) Estate Dept. RBI, Ahmedabad
f	Last date and place of submission of completed Bid	Upto 15.00 Hrs. of August 05, 2024
g	Date & time of opening of Part I	15.30 hrs. of August 05, 2024

	(Techno-Commercial Bids)	
h	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all Tenderers later after scrutiny of Techno – Commercial bids
i	Commencement Date	As specified in the work order /Tender/NIT
j	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
k	All disputes arising shall be subject to the jurisdiction	Ahmedabad
l	Address for dispatching the tender/bids	The Regional Director Reserve Bank of India Estate Department, 4 th floor, Ahmedabad - 380014
m	Contact person for communication in Connection with this TENDER.	Shri Pankaj Dandaliya, Assistant Manager (Tech -Elect) 9657002065, Email: pdandaliya@rbi.org.in

Name & Signature of Tenderer

Date: _____

Place: _____

Contact/Mob. No. _____

Section II: Instructions to Tenderers

2.1 Reserve Bank of India, Estate Department, **Ahmedabad** invites online e-tenders on www.mstcecommerce.com/eprocn in two parts from the eligible tenderers. Eligible Tenderers to submit a Part I (Techno-commercial bid) and Part II (Financial bid) online.

2.2 E-Tender Document:

2.2.1 Tender shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprocn

2.2.2 Tenderers are advised to study the E-TENDER documents thoroughly. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

2.3 Obtaining of Tender documents:

- (a) The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprocn
- (b) Interested parties, if they so desire, may contact the Estate Department, Ahmedabad officials for further any clarification.

2.4 Pre-bid Meeting

Reserve Bank of India shall conduct pre-bid meeting (s) at Estate Department, 4th floor, RBI, Ahmedabad to answer any queries / provide clarifications that the Tenderers may have in connection with the Project and to give them relevant information regarding the same.

2.5 Amendment to E-Tender Document

2.5.1 At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-Tender by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprocn for information of prospective bidders.

2.5.2 In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

2.5.3 **Part I / Techno – Commercial bid**

- (i) All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.
- (ii) Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- (iii) EMD shall be part of the Technical- Commercial bid.
- (iv) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprocn

2.6.1 **Part II /Financial Bid:**

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes, charges, levies, cess, insurance, transportation, entry taxes) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. **as applicable as per rules.**
- (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II /Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any columns of the price schedule are found blank then the tender of the respective Tenderers shall be treated as non-responsive and will be

summarily rejected by the RBI and further EMD shall be forfeited.

2.6.3 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained on account of any local condition or factor once the offer is accepted by the Tenderers.

2.7 **Validity of e-Tender**

The e-Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of e-Tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the e-Tender during this period.

2.8 **Earnest Money Deposit (EMD) / Bid security:**

2.8.1 The Tenderer shall provide Rs 15,600/- paid through NEFT/ Net Banking only to in our A/c No. Account No. 186003001 & RBIS0AHPA01 (5th and 10th character being 'Zero') to Reserve Bank of India Ahmedabad.

2.8.2 The Bid Security shall be in form of a NEFT. No interest on Bid Security / EMD shall be paid.

2.8.3 Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI.

2.8.4 The EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to successful bidders.

2.8.5 EMD of the Successful Bidder shall be returned to the Bidder after completion of work without interest and submission of PBG as mentioned in the Tender Clause no 3.7.

2.9 **The EMD shall be forfeited in the following circumstances:**

- (i) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
- (ii) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.

- (iii) if a Tenderer withdraws his Bid during the period of Bid Validity, or
- (iv) The Tenderer has been blacklisted by any government agency, PSU, and the blacklisting is still in force.
- (v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.

2.10 Procedure for Submission of Bids

Online bids through MSTC portal.

2.10.1 Techno – Commercial Bid/Part I consist of following items

- (a) Part I/ Techno – Commercial Bid (all sections and annexures) **(Part I / Techno – Commercial bid)** Please note that prices should not be indicated in the Part I/ Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eprocn.
- (b) Documentary proof of Pre-qualification must be uploaded online on www.mstcecommerce.com/eprocn
- (c) The payment details of EMD shall be attached.

2.10.2 Part II /Financial Bid

Part II /Financial Bid **“(Part II /Financial Bid)”** may be submitted on www.mstcecommerce.com/eprocn

2.11 No conditional/optional quote shall be accepted.

2.12 Receipt of E-Tenders

The e-tender bids will be accepted till the schedule time and date. **The e-tenders received thereafter shall not be entertained in any circumstances.**

2.13 Opening of Part I

The Technical – Commercial bids will be opened on the scheduled time and date at Estate Department, RBI Ahmedabad. The Tenderers or their authorized representatives may be present if they so desire.

2.14 Scrutiny of Part I

2.14.1 The Part I shall be evaluated as per the procedure indicated in special

- condition of contract.
- 2.14.2 After evaluation of the Part I, the short-listed Tenderers will be intimated by emails to all the e-Tenderers. The decision of the Bank on Part I shall be final and shall not be open for discussion.
- 2.15 **Opening of Part II /Financial Bid**
The Part II of the short-listed Tenderers will be opened later, and such short-listed Tenderers will be intimated about the date and time accordingly. The short-listed Tenderers or their authorized representatives may present if they so desire.
- 2.16 Bank has Right to vary quantities at the time of placing Order/signing of Contract.
- 2.17 **Bank's right to accept any Bid and to reject any or all Bids**
Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers. The Bank shall not assign any reason for rejection of any or all Bids.
RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:
- (a) In case no Bid is received.
 - (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
 - (c) Evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
 - (d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
 - (e) The Bank further reserves the right to re-tender the process or get the work done by a government agency or Quasi Government agency if the Bank is of

the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

- (f) The Bank discourages the stipulation of any additional conditions by the tenderer.

2.18 **Disputes:**

2.18.1 **Settlement of Disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the 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. But if the Contractor be dissatisfied on any 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 sole 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 presiding 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 the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon 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. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Ahmedabad.

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

- 2.19 All disputes arising shall be subject to the exclusive jurisdiction of competent court at Ahmedabad.
- 2.20 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

Place: (Signature of the tenderer with stamp)

Date: (Name)

Section III: Special Condition of the contract

3.1. Evaluation of Tender

3.1.1 Part I (Techno – Commercial Bid):

The Bank would examine and evaluate responsive Techno – Commercial Bids, as per the Bank's requirement. All the qualified Tenderers are liable for opening of Part II/ Financial Bid.

3.1.2 Part II (Financial Bid):

- (a) Part II /Financial Bid will be evaluated on the basis of total cost of the contract after buyback. Lowest among the tenderers will be called L1 tenderer. Bank may ask justification/details of the quoted price. However, tenders who are not in consonance with Minimum Wages Act and / or any other Labour laws will be treated as invalid.
- (b) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- (e) In case of any item rate are not filled / found blank. Bank shall take highest quoted rates among the Tenderers for evaluation for such item rates. However, lowest quoted rates shall be payable to tenderer for such item in case the tenderer is declared L1 tenderer.
- (f) If there is any arithmetical error in totaling of individual items, the correct total shall be computed by the bank and the same shall govern.

3.2 **Execution of agreement/contract:**

On receipt of intimation from the Bank of the acceptance of his tender, the successful tenderer shall be bound to sign the formal contract within fourteen days thereof. The cost of requisite stamp paper for execution of the agreement shall be borne by the tenderer. The format of article of agreement is provided at [Annexure I](#), however, the Bank incorporate additional terms and conditions in the agreement. If the contractor selected fails to sign the formal agreement within specified period or fails to undertake the work, the letter of intent shall be treated as cancelled.

3.3 **Validity of contract:**

The contract will be valid up to **Defect liability period (3 Years)**.

3.4 **Termination for Default**

3.4.1 During the period of agreement, the contract may be terminated by Reserve Bank of India, Ahmedabad

- I. If the Tenderer fails to deliver any or all of the items within the time period(s) specified in the Contract; or
- II. If the Tenderer fails to perform any other obligation(s) under the Contract

3.4.2 On termination of the Contract for default, action will be taken to debar the Tenderer from participating in any tender or award of work in the Bank.

3.4.3 In such a situation the Contractor shall not be entitled for any compensation.

3.5 **Termination for Insolvency:**

The Bank may at any time terminate the Contract by giving written notice to the Tenderer, without compensation to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

3.6 **Termination of Contracts by the Tenderer**

If payment of the amount payable by the Bank under certificate 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 Tenderer/Tenderer to the

Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank repudiates the Contract without any reason, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Tenderer shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

3.7 **Payment schedule-** The following terms of payment shall be applicable to this contract:

(a) 90 % payment against delivery of all Batteries at site.

(b) 10% payment against installation, testing and commissioning of all Batteries and submission of Bank Guarantee.

(c) **(i) Performance Bank Guarantee (PBG) 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 in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 10 days of the issue of work order.

Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

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

(ii) Bank Guarantee towards defect liability period (DLP) :After completion of the work, validity of PBG may be extended till DLP of 3 years (defect liability period) from the date of Virtual completion or the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex towards Security Deposit for the due fulfilment of the terms and obligations of the DLP (3 years).

This 10% BG should be valid for a period of three years from the date of Virtual completion.

3.8 **Periodical Testing and checking of Batteries during warranty period on 3 years:** - Successful tenderer has to arrange quarterly inspection of all supplied batteries including recording of IR value, testing, tightening of all connecting leads, providing petroleum jelly etc. along with report with the help of OEM representative at site free of cost. Defective battery has to be replaced within a week with new one battery free of cost.

3.9 The contractor shall be required to get all the materials approved by Bank's Engineer before use at site. Any minor modification/changes suggested by the Bank's Engineer shall be affected without extra cost.

3.10 Any defects or shortcomings found in the work executed during the DLP, shall be attended to by the contractor without any extra cost. In case of failure to do so within ten days from such notice from the Bank, the Bank will get such rectification works carried out through other agencies at the risk and cost of the contractor without giving any further notice.

3.11 **Liquidated Damages/Damages for non-completion**

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages which shall be at the rate of 0.25% of Estimated Cost 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.

4. **Defect Liability Period:**

Any defect or fault which may appear during **36 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or

workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good/Replacement by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineer 's certificate in writing from any money due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts during **36 months** from the date of virtual completion for periodical testing and checking of Batteries.

Each of the Tender documents is required to be signed by the person or persons submitting the Quotation in token of his/their having acquainted himself/themselves with the Special Conditions, Specifications, and Schedule of Quantities etc. as laid down.

All erasures and alterations made while filling the Quotation must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with any of these conditions will render the Quotation void. No advice of any change in rate or conditions after the opening of the Quotation will be entertained.

Each Quotation should contain not only the rates but also the value of each item of work entered in a separate column and all items should be totaled up to show the aggregate value of the entire Quotation.

The contractor shall arrange to get all the samples of materials to be used in the work approved from the employer.

Time shall be considered as the essence of the contract. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fails to keep the programme of work as per the programme given by the contractor and approved by the Bank.

Firm should depute qualified and trained personnel only. Bank shall not be responsible for any accident during the work.

The contractor shall quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the Quotation.

The quantities mentioned in the tender are approximate and may vary on either side. Any surplus item left will not be paid and shall be returned to the contractors without any payment. Contractors are advised to measure the quantities before procuring the same.

5 Insurance Clause

The contractor shall insure the works at his cost and keep them insured until the virtual completion of the work against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall submit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. 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, penalty etc., 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.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- **Contractors all risk policy (CAR) of contract value.**
- **Workmen compensation policy for the employees of the contractor at site.**
- **Third party liability policy**

Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

Place:

Signature of Tenderer

Date:

with the seal of their Company

6 General Instructions

- 1) All dismantling work and work generating noise shall be done during the daytime on holidays and daytime work shall have to be done on restricted hours. Contractor has to make available the supply during the Evening & nighttime. Contractor shall take into account the above facts while quoting the rates.
- 2) 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 labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
- 3) The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
- 4) The Tenderer shall use only approved brands of materials as given in the Annexure. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the Tenderer. Bank may ask for the papers and documentary evidence to verify the genuineness of batteries.
- 5) The work includes the liaison with the manufacturer to dismantle and reconnect the batteries. Any charges if claimed by the battery manufacturer towards these services will be paid for by the firm.
- 6) The work involves the transportation of the batteries up to the UPS room. The cartage and labour required for the work need to be included in the quote.
- 7) **The Batteries should be Fire Retardant.**
- 8) The firms should enclose copy of their authorized dealership/OEM/Distributers. Without such authorization, no tenders will be considered. Original manufacturer's authorization certification required to be deposited by dealership/OEM/Distributers addressed to Reserve Bank of India Ahmedabad.

Place:

Signature of the Tenderer

Date:

Name & address

7 APPENDIX

1.	Defects liability Period	Replacement warranty for 36 months from the date of issue of virtual completion certificate and Periodical testing and checking of Batteries during above warranty period
2.	Period of final measurement	One month from the date of final commissioning.
3.	Date of commencement	10th days from the date of written order to commence work.
4.	Date of completion	45 Days from the date issuing of Work order
5.	Liquidated Damages	0.25% per week of the estimated cost subject to a maximum of 10% of accepted tender amount.
6.	Period of honoring interim certificate	3 months

Name & Signature of the contractor with Address/Stamp

Date:

Place:

8 Technical Specification

1. Supply, installation testing & commissioning of battery bank of at least 30 minutes stand-by back up for full load of 40 KVA UPS and shall consist of required number of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries of 100 Ampere Hour (AH) capacity complete with battery interconnection, jumper cable and terminal connectors. The cable/wire will be nylon sheath annealed tin copper with high temperature stability up-to 100°C the certificate by the manufacture should be attached. Battery should be of the below approved makes. Manufacturing factory should have certification of ISO 9001:2008 and TS 16949:2009
2. Battery should have UL approved for safety.
3. Flapped to protect from shorting of terminals.
4. AH efficiency should be above 95%.
5. Internal resistance should be < 5m Ohms.
6. Technical brochure should be attached as proof of above given points.

9. APPROVED MAKE OF MATERIALS

1. Panasonic
2. Amaron (Amara Raja - Quanta)
3. Luminous
4. Exide

Note : The tenderer is advised to submit their proposed make/model of the batteries as per [Annexure- VIII](#) along with part-1 document

Place:

Date:

Signature of the Tenderer

Note: All the details must be filled in the tender documents and signed and stamped on each page. Afterwards scanned documents must be uploaded while bidding on www.mstcecommerce.com/eprocn

SPECIAL CONDITIONS
SEXUAL HARASSMENT OF WOMEN AT WORKPLACE

- A) The Contractor /Agency shall be solely responsible for full compliance with the provisions of the " Sexual Harassment of the women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any 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.
- B) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of the Regional Complain 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, 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 workplace and related issues.
- E) The contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

NON-DISCLOSURE CLAUSE

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

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

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

BOCW Act and BOCWWC Act :

The contractor shall ensure registration and compliance with the terms and conditions of the Building and Other Construction Workers (R&E&CS) Act, 1996 and Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) as per the applicability.

Outsourcing (onshore/ offshore) of works/ purchases/ operations:

The contractor cannot undertake outsourcing of works/ purchases/ operations onshore or offshore without prior written permission of the Bank.

Sub-contracting

No performance of this contract may be subcontracted by the contractor without the express written consent of the Bank. Any attempt by the firm to subcontract any performance of the contract without the express written consent of the Bank shall be invalid and shall constitute a breach of this contract.

Adherence to the provisions of applicable labour laws

Adherence to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Employees State Insurance Act 1948, Equal Remuneration Act 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statues that may be applicable to them and rules made there under.

Place: (Signature of the tenderer with stamp)

Date: (Name)

Format for Articles of Agreement

(for successful tenderer)

(On the Rs.300/- stamp paper)

समझौते के अनुच्छेद _____ दिन को भारतीय रिजर्व बैंक, अहमदाबाद जिसका केंद्रीय कार्यालय मुंबई में है (जिसे आगे "बैंक" कहा जाएगा) के एक पक्ष और _____ (जिसे आगे "निविदाकर्ता" कहा जाएगा) के दूसरे पक्ष के बीच किए गए।

चूंकि बैंक आरबीआई अहमदाबाद में 2X40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट (एफआर) एसएमएफ बैटरियों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-टेंडर के लिए इच्छुक है और प्रस्ताव के अनुरोध के अनुसार।

और चूंकि निविदाकर्ता ने विषयगत कार्य को यहां निर्धारित शर्तों के अनुसार तथा अनुबंध की विशेष शर्तों, कार्य के दायरे तथा अनुबंध की मात्राओं और शर्तों की अनुसूची में निर्धारित शर्तों के अनुसार निष्पादित करने पर सहमति व्यक्त की है, जैसा कि दोनों पक्षों द्वारा संशोधित और अंतिम रूप से स्वीकार किया गया है (जिनमें से सभी को सामूहिक रूप से इसके बाद "उक्त शर्तों" के रूप में संदर्भित किया गया है) बैंक की उक्त आवश्यकता के अनुसार दर्शाए गए कार्य और/या उक्त विनिर्देशों में वर्णित तथा मात्राओं की अनुसूची में शामिल, उसमें निर्धारित संबंधित दरों पर, उसमें निर्धारित राशि या उसके तहत देय होने वाली अन्य राशि (जिसे इसके बाद "उक्त अनुबंध राशि" के रूप में संदर्भित किया गया है)।

ARTICLES OF AGREEMENT made the _____ day of _____ Between the Reserve Bank of India, Ahmedabad having its Central Office at Mumbai (hereinafter called "the Bank") of the one part and _____ (hereinafter called "the Tenderer") on the other part.

Whereas the Bank is desirous of **E-Tender for Supply, Installation, testing and commissioning of Fire Retardant (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad** and as per request for proposal.

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

अब इस बात पर निम्न तरह से सहमति है

1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त अनुबंध राशि के प्रतिफल में, बोलीदाता उक्त शर्तों के अधीन रहते हुए, उक्त विनिर्देशों और मात्राओं की अनुसूची में दर्शाए गए और वर्णित कार्य को निष्पादित और पूरा करेगा।

2. नियोक्ता बोलीदाता को उक्त अनुबंध राशि या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।

3. उक्त शर्तें और उसके परिशिष्ट को इस समझौते के भाग के रूप में पढ़ा और समझा जाएगा तथा इसके पक्षकार क्रमशः उक्त शर्तों का पालन करेंगे, उनके अधीन होंगे तथा अपनी ओर से उक्त शर्तों के अंतर्गत समझौतों का पालन करेंगे।

4. इसमें उल्लिखित विनिर्देश, समझौता और दस्तावेज इस अनुबंध का आधार बनेंगे।

5. यह अनुबंध - "आरबीआई अहमदाबाद में 2X40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट (एफआर) एसएमएफ बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा" माना जाएगा।

6. बोलीदाता को उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत प्रतिष्ठानों, फिटिंग्स और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा प्रदान करनी होगी, तथा ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान की भरपाई करनी होगी।

under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Bidder shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.

2. The Employer shall pay the Bidder the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions

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

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

5. This Contract is deemed to be - **"E-Tender for Supply, Installation, testing and commissioning of Fire Retardant (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad"**.

6. The Bidder shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings, and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

7. नियोक्ता इस अनुबंध पर प्रतिकूल प्रभाव डाले बिना, अनुबंध की अवधि के दौरान किसी भी समय कार्य के किसी भी मद को जोड़ने या हटाने या उसके किसी भाग को पूरा करवाने के द्वारा कार्य के रेखाचित्र और प्रकृति में परिवर्तन करने का अधिकार सुरक्षित रखता है।
7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
8. समय को इस अनुबंध का सार तत्व माना जाएगा और बोलीदाता उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 10वें दिन से कार्य शुरू करने तथा समय विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य 90 दिनों के भीतर पूरा करने के लिए सहमत है।
8. Time shall be considered as the essence factor of this Contract and the Bidder hereby agrees to commence the work from the 10th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 90 Days subject nevertheless to the provisions for the extension of time.
9. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, अहमदाबाद में किए जाएंगे।
9. All payments by the Employer under this Contract will be made only at Reserve Bank of India, Ahmedabad
10. इस समझौते से उत्पन्न या किसी भी तरह से जुड़े सभी विवाद अहमदाबाद में उत्पन्न माने जाएंगे और केवल अहमदाबाद की अदालतों को ही उन्हें निर्धारित करने का क्षेत्राधिकार होगा।
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Ahmedabad and only courts in Ahmedabad shall have jurisdiction to determine the same..
11. इस अनुबंध के विभिन्न भागों को बोलीदाता द्वारा पढ़ लिया गया है तथा बोलीदाता द्वारा पूरी तरह से समझ लिया गया है।
11. The several parts of this Contract have been read by the Bidder and fully understood by the Bidder.

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो)

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

यदि ठेकेदार एक कंपनी हो

नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो

If the Contractor is a partnership or an individual

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.

If the contractor is Company

IN WITNESS WHEREOF the Employer has set its hands to these present through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two

प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खंड	Signature Clause
भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित के हाथों से श्री _____ (नाम और पदनाम) _____ _____	SIGNED AND DELIVERED BY THE Reserve Bank of India By the hands of Shri _____ (Name and Designation) _____ _____
की उपस्थितिमे (1) पता (2) पता	in the presence of (1) Address (2) Address
गवाहों _____ द्वारा हस्ताक्षरित और वितरित किया गया _____	Witnesses Signed and delivered by _____ _____

<p>1).</p> <p>_____</p> <p>_____</p> <p>पता</p> <p>_____</p> <p>_____</p>	<p>1).</p> <p>_____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p>
<p>2).</p> <p>_____</p> <p>_____</p> <p>पता</p> <p>_____</p> <p>_____</p>	<p>2).</p> <p>_____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>_____</p>
<p>की आम मुहर</p> <p>इसे पारित प्रस्तावों के अनुसार चिपकाया गया था</p> <p>को आयोजित बैठक में इसके निदेशक मंडल द्वारा</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>THE COMMON SEAL OF</p> <p>Was hereunto affixed pursuant to the resolutions passed</p> <p>By its Board of Directors at the meeting held on</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>के वर्तमान में</p> <p>(1)_____</p> <p>_____</p> <p>_____</p> <p>(2)_____</p> <p>_____</p> <p>_____</p>	<p>In the present of</p> <p>(1)_____</p> <p>_____</p> <p>_____</p> <p>(2)_____</p> <p>_____</p> <p>_____</p>
<p>जिन निदेशकों ने इन पर हस्ताक्षर किए हैं, उनकी उपस्थिति में उपस्थित हुए</p> <p>(1)_____</p> <p>_____</p> <p>_____</p>	<p>Directors who have signed these present in taken thereof in the presence of</p> <p>(1)_____</p> <p>_____</p> <p>_____</p>

(2) _____ _____	(2) _____ _____
के हाथ से ठेकेदार द्वारा हस्ताक्षरित और वितरित श्री _____	SIGNED AND DELIVERED BY the Contractor by the hand of Shri _____
और विधिवत गठित वकील	And duly constituted attorney

Place

Signature & Stamp of the contractor

Date

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR		
Name & address of the Client:		
Details of Works executed by 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)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor

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

Note: All columns should be filled in properly
countersigned”

*

Reporting Officer* with Office seal

*Officer of the rank of Executive Engineer or equivalent

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2024-23
2023-22
2022-21
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 7.80 Lakhs.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Estate Department, Ahmedabad.

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India,
Ahmedabad

Dear Sir,

Supply, Installation, testing and commissioning of Fire Retardant casing (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT/ RETENTION MONEY

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns.

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ _____ (_____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We, _____(Name of the Bank), do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the

contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (_____ Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (_____ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (_____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (_____ Only).

b) Our liability under these presents shall not exceed the sum of ₹ _____
(_____
_____ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ---
----- day of ----- (Month) ----- (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank Official

Name:

Designation:

Stamp/ Seal of the Bank

Signed, sealed, and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

(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).

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

Regional Director,
Estate Department,
Reserve Bank of India
Ahmedabad – 380014

Dear Sir

Supply, Installation, testing and commissioning of Fire Retardant casing (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

**Proforma for undertaking/Declaration/certificate by the Bidder regarding
Country sharing land border with India**

(To be submitted by bidders on their letter head duly sealed and signed by
the authorized signatory)

To,
Regional Director,
Estate Department,
Reserve Bank of India
Ahmedabad – 380014

Dear Sir ,

**“Supply, Installation, testing and commissioning of Fire Retardant casing (FR)
SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad”**

I/ We, M/s _____

(Name and address,
including Country of location of bidder have read and understood the content 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. 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
Competent Authority, the certificate of which is enclosed, or
- iii) is from a country sharing land border with India where Government of India has
been extended lines of credit, or
- iv) is from a country sharing land border with India where Government of India is
engaged in development projects.

3. I/We further certify that (Name of bidder) fulfills 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 even in case of contracts where we are permitted by the Bank/RBI to
sub contract I/We.....(Name of bidder) will not sub contract any work to a

contractor from Country sharing land border with India, unless such contractor fulfills all the requirements contained in the above referred Office Memorandum/Order.

4. I/We know and understand that, if this undertaking/Declaration/Certificate submitted by us is found to be false, the Bank shall be free to reject/terminate our tender/Work Order and 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.

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work: **Supply, Installation, testing and commissioning of Fire Retardant casing (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad**

1. I / We _____ (Name of the bidder) declares that,

a) I / We or any of our allied firm* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on _____ (last date of submission of bid).

b) I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We _____ (Name of the bidder) declares that, I / We or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (date). A copy of such letter is attached for your information and record.

(Seal and Signature of the bidder)

Date:

Place:

(Note: Strike out one of the above two declarations which is not applicable)

* Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has controlling voice. Further all successors firms will also be considered as allied firms.

Schedule of Technical information
(Technical Data to be furnished and upload by
Tenderers)

Name of Work: **Supply, Installation, testing and commissioning of Fire-Retardant casing (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad**

Sr no	Description	To be filled by bidder
1	Make of the battery offered	
2	Model of the Battery	

(Seal and Signature of the bidder)

Date:

Place:

Details of Service Set Up

SNO	Description			
1.	Address of Service centre			
2.	Contact person Name & Mobile Number			
3	Number of Service Engineer available in service centre.			

Contact Details

SNO	Description	
1.	Contact person for this tender.	
2	Designation	
3	Land Line & Mobile Number	
4	FAX No.	
5	Email.	

RESERVE BANK OF INDIA

Estate Department

Ahmedabad

RBI/AhmedabadRegionalOffice/Estate/3/24-25/ET/95

PART – II (PRICE BID)

ई – निविदा

**आरबीआई अहमदाबाद में 2X40 केवीए यूपीएस सिस्टम के लिए फायर रिटार्डन्ट केसिंग
(एफआर) एसएमएफ बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग**

E-Tender

**E-Tender for Supply, Installation, testing and commissioning of Fire Retardant
(FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad**

निविदाकर्ता का नाम /Name of the Tenderer : _____

पता /Address: _____

Last date of submission of Tender:

Supply, Installation, testing and commissioning of Fire Retardant casing (FR) SMF Batteries for 2X40 KVA UPS System at RBI Ahmedabad

Part II - Bill of Quantity

S. No	Description	Qty.
1	Supply, Installation, (under replacement) Testing, and Commissioning of 12 volts Valve regulated Lead Acid Fire Retardant (FR) Batteries Sealed Maintenance Free (SMF) of required minimum 100 ampere Hour capacity complete with battery inter-connection, jumper cable and terminal connectors to meet the 2X40 KVA UPS back up requirement. The interconnection of battery shall be with wire type nylon sheath annealed tin copper with temperature stability upto 100°C cable of suitable size and capacity with necessary terminal blocks, SS nuts bolts etc. and all the cable shall be dressed in a neat manner. Batteries should be of Luminous/ Panasonic/Amara-raja (AMARON-QUANTA)/ Exide make with 36 Months replacement Warranty and Periodical testing and checking of Batteries during above 3 years warranty period (Location: 2X40 KVA UPS Battery room).	72 Nos.
2	CGST on item no : 1	
3	SGST on item no : 1	
4	Sub total of (1+2+3)	
5	Rebate for dismantling and taking away old 100 AH SMF UPS Battery/Lead Acid tubular inverter batteries installed with the UPS/inverter.	72 Nos.
6	CGST on item no : 5	
7	SGST on item no : 5	
8	Sub total of (5+6+7)	
9	Total cost of the contract after buyback(4-8)	

Date
Place

Name & Signature with stamp of the contractor