



**Estate Department
Reserve Bank of India
Bhubaneswar**

NOTICE INVITING TENDER (NIT)

**(Only through e-procurement)
SCHEDULE OF TENDER (SOT)**

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 164 NO OF 12V, 120 AH VALVE-REGULATED LEAD-ACID (VRLA), SMF BATTERY HAVING FLAME RETARDANT CASING FOR CENTRALIZED UPS SYSTEM IN BANK'S MAIN OFFICE BUILDING, BHUBANESWAR.

Bidders are advised to check with RBI, Bhubaneswar regarding their eligibility for this tender before participating.

a. e-Tender no	RBI/Bhubaneswar Regional Office/ Estate/16/24-25/ET/582
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
c. Estimated Cost	₹21,44,696/- (including GST)
d. Date of NIT available to parties to download (Notice for Inviting Tender)	November 18, 2024 (Monday) after 18:00 Hrs.
e. Pre-Bid meeting	December 16, 2024 (Monday) at 11:00 Hrs. at Estate department, RBI, Bhubaneswar
f. Date of placing minutes of the pre-bid meeting on RBI website	December 17, 2024 (Tuesday)
g. Earnest Money deposit	EMD of Rs.42,894/- to be remitted through: i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to estatebhubaneswar@rbi.org.in

	<p style="text-align: center;">Or</p> <p>ii. Demand Draft/ Bank Guarantee: DD/ BG in favour of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001</p>
h. Last date of submission of EMD	December 27, 2024 up to 14:00 Hrs.
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	December 17, 2024 (Tuesday) from 15:00 Hrs.
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	December 27, 2024 (Friday) up to 14:00 Hrs.
k. Date & time of opening of Part-I (i.e., Technical Bid) Part-II Price Bid: Date of opening of Part II i.e., price bid shall be informed separately	December 27, 2024 (Friday) at 15:00 Hrs.
l. Transaction Fee	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.



**Reserve Bank of India
Estate Department
Bhubaneswar**

TENDER NOTICE

1.	E-tenders are invited for Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar from OEM or their authorized dealer. The work is estimated to cost of Rs. 21,44,696/- (excluding buyback of old batteries) and is to be completed within 30 Days from the 10th day of issue of Work order.	
2.	Only from OEM or their authorized dealer who have minimum 5 years of experience in the field of work of similar nature (i.e. experience of Supply, installation, Testing & commissioning (SITC) of batteries and have executed three or more similar works individually costing not less than 40% of the estimated cost "OR" two works costing not less than 50% of the estimated cost "OR" one work costing not less than 80% of the estimated cost during the last 5 years(calculated from date of NIT) and have a minimum yearly turnover of 100% of the estimated cost during the last 3 years, and have full-fledged service setup either at Bhubaneswar / nearby place or city which is within 50 Km away from Bhubaneswar are eligible for tender.	
3.	The OEM or authorized dealers will have to invariably furnish, at the time of applying for participation in e-tender, the following information in documents to satisfy the Bank about their eligibility for participating in the tendering process.	
(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association / Power of Attorney /any other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period.	Copies of detailed work order indicating date of award, value of work awarded, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works enclosed in the proof of work experience.
		The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre should be given.
(c)	Creditworthiness of the Contractor & their Turnover during the specified period.	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be

		enclosed as proof of their creditworthiness and turnover for last 3 years.
(d)	Service Set-up	Certificate from the manufacturers / any other valid document in support of having a full-fledged service setup at the desired place should be enclosed.
(e)	Name(s) & address (es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names postal addresses, e-mail, IDs, telephone (landline and mobile) nos. fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their banker by the Bank in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account No., type, when opened, etc., should be given.
(g)	Name (s) & Address (es) of the Clients and their present contact executives	Written information about the names and addresses of at least 2 of their clients along with full details viz. telephone (landline and mobile nos.), fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The Client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), name(s) and full contact-details of the officer / authorities / departments under whom the work (s) was / were executed should be furnished.
(i)	Turnover	Audited financial statements for last three financial years i.e. 2021-22, 2022-23 and 2023-24 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
4.	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.	
5.	A pre-bid meeting (off-line mode) of the intending tenderers will be held at Estate Department, Reserve Bank of India, Bhubaneswar.	
6.	e- tenders in prescribed form shall be submitted in two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, tenderers' additional conditions, if any, and the EMD ₹42,894/- in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard Proforma which is available in the tender-form or a demand draft drawn on a scheduled bank favoring Reserve Bank of India payable at Bhubaneswar or through NEFT as per details given above. Part-II of tender will contain <u>no conditions</u> but Bank's Schedule of quantities, tender drawings, if any, and tenderers' priced bid only.	
7.	Part I of the tenders will be opened at 03:00 PM on December 27, 2024 in the presence of the authorized representative of the tenderers who choose to be present. Part II of the tender will be opened on a subsequent date which will be intimated to the tenderers in advance.	

8.	The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. 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 performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. Part-II of the tender will not be opened and EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.
9.	The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
10.	The tenderers are advised to submit the Client Certificate as per enclosed Pro forma (Annex-VI) from at least two of their clients for whom they have carried out eligible works in terms of eligibility (Pre-qualification) criteria described in the notice inviting application / tenders in a sealed envelope / cover. Client Certificate shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Superintendent Engineer or equivalent in respect of a Government / Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tender for the work done by them. The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate. Applications / tenders received without the specified certificates in specified format shall be rejected and the Bank shall have the right to independently verify the submitted certificates.
11.	The tenderers are advised to submit the banker's certificate from their banker / bankers as per (Annex-IV). Such certificate shall be addressed to the application / Tender inviting Authority of the Reserve Bank of India and shall be submitted along Part-I of the tender.



**Estate Department
Reserve Bank of India
Bhubaneswar**

e- Tender for

Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar.

E-Tender No: RBI/Bhubaneswar Regional Office/Estate/16/24-25/ET/582

Part I (Techno-Commercial bid)

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DISCLAIMER

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

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

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

No reimbursement of cost of any type will be paid to persons or entities expressing interest.



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Reserve Bank of India
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SECTION-I

Important instructions for E-procurement

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn/

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

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 MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

b) Contact person (MSTC)

Please visit www.mstcindia.co.in/content/Contact.aspx

Contact Person	Mail	Mobile
Shri Mahesh Ramavath	rmahesh@mstcindia.co.in	8801281004
Shri TDMV Satyasai	tsatyasai@mstcindia.co.in	6370350776
Help Desk/ Office	helpdesk@mstcindia.co.in	0674-2544199/ 2950091

c) Contact person at RBI (RO/TE)

Shri Rahul Kanta, AGM – rahulkanta@rbi.org.in (Mobile – 9834660988)

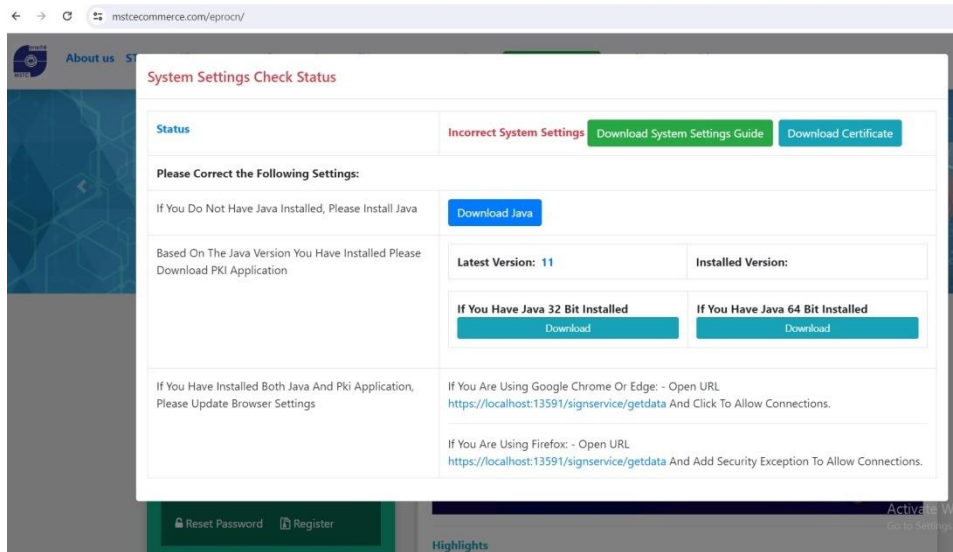
Shri Aakoju Sravan Kumar, AM – asravankumar@rbi.org.in (Mobile – 8008265842)

Shri N. Ratnala, Asst. Manager (T-E) – nratnala@rbi.org.in (Mobile – 7838874055)

Guide.

1. System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn/>



i) Windows 7 or above Operating System

ii. Edge/Google Chrome

iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. **Special Note towards Transaction fee:** The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

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

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

3. Information about tenders / corrigenda 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 the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E -tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use ***Upload Documents*** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through ***Attach Document*** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New

Common Portal → Bid Floor Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) 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.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

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SECTION- A

Form of Tender

To
The Regional Director
Reserve Bank of India
Bhubaneswar - 751001.

Place: -----

Date: -----

Dear Sir,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar.
(b)	Estimated cost	₹21,44,696/-
(c)	Mode of payment	As per clause 20 under Section -C.
(d)	Earnest Money	₹42,894/-
(e)	Percentage to be deducted from bills.	5%.
(f)	Time allowed for completion of the work from the 10 th day after the written order to commence the work.	30 days.
(g)	Performance bank guarantee of 10 percent of the contract cost.	36 months from the handing over the work

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. 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.

5. The Tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this----- day of ----- 2024.

For and on behalf of M/s -----

(Signature with seal)

Name:
Designation:
Place:
Date:

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

Witnesses:

1 Signature with name, address and date: -

2. Signature with name, address and date: -

SECTION- B

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the _____ day of _____ two thousand twenty four between the Reserve Bank of India, Bhubaneswar Regional Office having its Central Office at Mumbai – 400001 (hereinafter called “the Bank” of the one part and _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Bank is desirous for Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank’s Main Office Building, Bhubaneswar and has caused drawings and specifications describing the work to be done.

AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in 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 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 thereunder (hereinafter referred to as “the said Contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The drawing, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank’s Main Office Building, Bhubaneswar 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. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

7. The 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.

8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 30 days, subject nevertheless to the provisions for extension of time.

9. The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the tender quantities unless specifically approved in writing by the Engineer.

10. All payments by the Employer under this Contract will be made only at Reserve Bank of India, Bhubaneswar.

11. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bhubaneswar and only courts in Bhubaneswar shall have jurisdiction to determine the same.

12. **Sexual Harassment Clause:** The Contractor shall comply with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor 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. 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 workplace and related issues.

13. **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. 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.

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

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 herein above written.

(If the Contractor is a partnership firm or an individual)

IN WITNESS WHEREOF the employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

(If the Contractor is a company).

Signature Clause:

SIGNED AND DELIVERED by the
Reserve Bank of India, Bhubaneswar

(Name and designation)

In the presence of

1 _____

Address _____

2 _____

Address _____

(Witnesses)

If the party is a partnership firm or an individual

SIGNED AND DELIVERED BY _____

In the presence of

1 _____

Address _____

2 _____

Address _____

(Witnesses)

THE COMMON SEAL OF _____

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

in the presence of

(Witness)

1 _____

2 _____

If the contractor signs under common seal, the signature clause should tally with the sealing causes in the Articles of Association

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

1. _____

2. _____

If the contract is signed by the hand of Power of Attorney, whether a company or an individual

SIGNED AND DELIVERED BY

The contractor by the hand of

shri _____ .

And duly constituted attorney.

SECTION - C

GENERAL INSTRUCTIONS TO CONTRACTORS

1. e-tenders are invited by the Reserve Bank of India for Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar. The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment and the terms and conditions (Rates and amount of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures and words shall be submitted online addressed to **The Regional Director, Reserve Bank of India, Estate Department, Bhubaneswar**, so as to reach him not later than **14:00 hrs. on December 27, 2024**. No terms and conditions or any other information/ enclosure shall be included in Part II. Any information and enclosure other than prices against the items appearing in Part II shall not be considered for evaluation. Part-I of the tenders will be opened at **15:00 hrs. on December 27, 2024**. Part-II of the tender will be opened on same date or a subsequent date under intimation to all the tenderers. Tenderers are advised to use only the forms supplied by the Bank and not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. **However, the firms shall enclose the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered along with the Part-I of tender.** Other Certificates / Declarations as per Annexures enclosed to be submitted along with Part – I of the tender. Incomplete tenders may be rejected at Bank's discretion.

2. Tender should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy.

a) Tenders shall remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the part-I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

b) The tenderers must use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.

c) The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

d) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after opening the tender will be entertained.

e) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General

Conditions of the contract, General Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.

f) Tender shall be evaluated on the **net value. The firm quoting lowest after including buyback amount will be considered as the L1 bidder.**

3. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and **shall be uploaded on MSTC portal**. Otherwise, the tender may be rejected by the Bank.

4. The Reserve Bank of India does not bind itself to accept the lowest or any other tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

5. On receipt of intimation of the acceptance of his/their tender, from the Bank, the successful tenderer shall be bound to sign the formal contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the schedule or conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of agreement shall be borne by the successful tenderer.

6. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of this condition, the Employer may serve a notice in writing to the contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to Bank's other remedies against the contractor.

7. The contractor shall carry out all the works strictly in accordance with specifications, drawings, details and instructions of the Bank's Engineer. If in the opinion of Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer they desire the contractor to carry out the same, the contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.

8. A schedule of Probable Quantities in respect of each item of work and specifications accompany these special conditions. The Schedule of Probable quantities is liable to alterations by Bank's Engineer. Each tender should contain not only the rates but also value of each item of work entered in a separate column and all the amount quoted against various items should be totaled in order to show the aggregate value of the entire tender.

9. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work and acquaint himself with the entire scope of work, all local conditions, means of access to the work, nature of the work and matters appertaining thereto.

10. The rates quoted in the tender shall include all charges, transportation, loading, unloading, packing, crating, forwarding, freight charges, transit insurance cover etc. The rates shall also be firm and shall not be subject to exchange variation, labour conditions, fluctuation in railway/road freights or any other conditions whatsoever. The tenderers must include in

their rates, sales tax including works contract tax, excise duty, octroi, gst or any other tax and duty or other levy whether existing or future, levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.

11. The Contractor should note that unless otherwise stated, the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. Payment will be made as per actual measurement at site.

12. The Contractor may, when authorized, and shall, when directed, in writing by the Bank omit from or vary the works shown upon the drawings, or described in the specification, or include in the schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

13. Liquidated Damages - Time is the essence of contract. Time allowed for carrying out the entire work is 30 days which shall be strictly observed by the tenderer and it shall be reckoned from the 10th day of the date of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation to the Bank at the rate of 0.25% of contract amount per week subject to a maximum of 10% of the accepted tender amount. The tenderer shall before commence the work prepare a detailed work programme, which shall be approved by the Bank's Engineer.

14. Along with the tender, the tenderer shall submit an undated Bar Chart showing the details in number of days from day-1, to be taken for each stage of work such as resource mobilization, materials schedule, manpower deployment, works schedule etc. which shall be approved by the Bank before commencement of work.

15. The Contractor should be prepared to work in more than one shifts and if necessary, round the clock to ensure that the Time Schedule as described above is strictly adhered to.

16. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project, or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reasons whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

17. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

The schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.

18. The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work will proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.

19. The tenderer shall warrantee that the work shall be free from any defect whatsoever for a period of one year Defect liability period (DLP) from the date of completion of the entire work and further 2 (two) years given in the schedule of quantity work.

20. (A) Terms of Payment: -

i) 95% of the quoted rate against supply, erection, testing, commissioning, and handing over of the system to the Bank, submission of bill, on submission of a Bank Guarantee (as mentioned at clause no.20. (B) and valid insurance policy.

The payment shall be released within 90 days of submission of bill subject to the work is completed and handed over to the banks engineer.

ii) 5% of bill amount will be deducted and kept under security deposit for a period of one year and released the same after one year Period of completion of the work.

20. (B) Performance Bank Guarantee (PBG):- The Bank Guarantee amounting to **10%** of the contract amount valid for 3 year (from the date of completion of the entire work), in a form ([Annexure-III](#)) acceptable to the Bank as security against due fulfillment of the terms and obligations of the Contract and warranty period of the equipment.

20 (C) Defect Liability Period (DLP)/Guarantee /warranty: **The work carried out shall be guaranteed against all types of defects for a period of three years (36 MONTHS) from the date of handing over or as per the guarantee given by the OEM of batteries whichever is maximum. Any defects in the battery/sub-assemblies found within the warranty/guarantee/defect liability period shall be rectified/ replaced by the tenderer free of cost at site. During DLP of 3 years, if system defects not rectified within given response time of 24hours a penalty will be imposed Rs.2,500/- per day. if system defect not rectified within 72 hours on receipt of complaint, Rs.5,000/- per day till rectification of defect. The penalty amount will be recovered by revoking PBG.**

Or bank may rectify the defects / replace the battery and may be recovered from the PBG.

21. Earnest Money Deposit (EMD):-

a) All tenderers shall deposit Earnest Money of **Rs. 42,894/-** by a demand draft drawn in favor of **Reserve Bank of India, payable at Bhubaneswar**, from any Scheduled Bank with the Part-I tender documents **OR** in the form of Bank Guarantee as per enclosed format ([Annexure-II](#)) or through NEFT as mentioned in SOT. Without a valid EMD the tender will not be accepted. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form

of fixed deposit receipts or insurance guarantee or cheque or cash. EMD for the successful tenderer will be released after virtual completion of the work. The EMD of unsuccessful tenderer shall be released to them without any interest after award of work.

b) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his Earnest Money and 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 and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

22.

The successful tenderer shall fabricate sample of each item given in the Schedule of Quantities and get the same approved from the Bank's Engineer before going for manufacture. Any minor modification / changes suggested by the Bank's Engineer shall be affected without any extra cost.

23. Any defects or shortcomings found in the work or battery executed during the period of 36 months (warranty period) shall be replaced in free of cost. In case of failure to do so within 7 days from such notice (either by phone / mail/ letter) from the Bank, the Employer will get such rectification works carried out through any other firm and the expenditure incurred by the Bank shall be recovered from any money/ bank guarantee due to the contractor.

24. Insurance in respect of damage to person and property

24.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

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

24.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses 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 Employer from time to time during the currency of the Contract.

24.4 The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

24.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect, maintain and submit (until the virtual completion of the contract) the following insurance policies within 14 days from the work order, in the joint name of employer and himself, the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.**

(i) Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.

(ii) Workmen compensation policy

(iii) Third party liability policy with the limits as under.

(a) ₹10,00,000/- per annum

(b) ₹2,00,000/- per occurrence.

Note - The insurance policy should include Fire, Earthquake etc. The policies should clearly mention the Bank's name at first place, the name of work, location, and all the details clearly in the policy documents.

25. Instructions for recording measurements:

- (i) The measurements shall be recorded and entered in computerized format in the first instance by the contractor (The MBs shall be printed as per the prescribed

format given by the Bank), and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.

- (ii) These measurements shall be then 100% checked by the Junior Engineer/ AM(Tech). The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit to the department the corrected computerized measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation.
- (iii) The test checking of these computerised measurements shall be carried out by the concerned officials as per extant instructions. This book shall then be treated as computerized Measurement Book.
- (iv) The computerized MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing. In case of any error, the computerised MB shall be cancelled and the contractor shall re-submit a fresh computerised MB, duly incorporating all the corrections. This should be done before the corresponding bill is submitted to the department for payment.
- (v) The concerned officials shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerised MB. It shall be the responsibility of the contractor to ensure that all the corrections have been incorporated in the computerised MB before Bank's officials record their certificates.
- (vi) The computerised MB shall be allotted a serial number as per the register of computerised MB.
- (vii) All the pages of the Finalised computerised MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation.
- (viii) For each RA bill and Final bill separate Computerised MBs shall be submitted by the contractor.

26. ARBITRATION

i) 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 within 12 months from the date of virtual completion of the work and whether before or within 12 months of determination, abandonment or breach of the contract) shall be referred to giving inter alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor be dissatisfied with the decision of the Bank on a matter, question or dispute of any kind except any of the excepted matter or as to the Bank on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding of any certificate to which the contractor may claim to be entitled, then and in any such case the contractor may within 28

days after receiving notice of such decision give a written notice to the Bank that matters in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole Arbitrator shall be from the panel of Arbitrators suggested by the Bank.

ii) The Arbitrator 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 proceeding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

iii) The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date of which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

iv) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof.

v) 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 and no Award of the Arbitrator 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.

I/we hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

27. NON-DISCLOSURE CLAUSE

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

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

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

Place:

Date:

Signature of the tenderer with Seal.

SECTION - D

SPECIAL CONDITIONS

- 1 The workmen will not be allowed to stay within the premises.
- 2 The water required for the work or workmen can be availed from the available source at site free of cost.
- 3 Reasonable electric power required for the work can also be similarly drawn from the supply available at site free of cost after obtaining approval from the Bank's Engineer.
- 4 Permission if any, required from the local bodies shall be obtained by the Contractor.
- 5 The intending tenderer can obtain any clarifications regarding the tender drawings, specifications, etc. if any, from the office of the Regional Director, Reserve Bank of India, Estate Department Bhubaneswar on any working day of the Bank.
- 6 The tenderer may note that the entire work involved shall be carried out with the least disturbance to the normal working of the Bank. The work should be done in more than one shift and if necessary, round the clock to ensure that the time schedule as described above is strictly adhered to.
- 7 The materials for the work can be allowed to be brought to the working area through the lift, after due approval from the Bank's Engineer. In case the lift is not made available for the purpose, then the Contractor shall bring the material through the staircase without any extra cost.
- 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. The removal of debris/dust or any wastage material will not be allowed to be carried through the lift and the same shall be brought down through the stair case without any extra cost.
- 9 The Contractor shall use and consider while quoting, only the approved materials as given in the List of approved brands and manufactures.

Place:

Date:

Signature of the Tenderer with seal.

SECTION - E

(SAFETY CODE)

- 1 There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3 Suitable and strong scaffolds should be provided for workman for all works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 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 be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling 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 product shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

- 12 Hoisting machine and tackle used in the works, including their attachments, and supports shall be in perfect condition.
- 13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place:

Date:

Signature of the Tenderer with seal

SECTION - F

TECHNICAL SPECIFICATIONS

General Requirements: -

Supply, installation, testing and commissioning new Valve Regulated Lead-Acid (VRLA), SMF batteries of 12V, 120 Ah capacity having Flame retardant casing by replacement of old battery for 2 x 120 KVA Centralized UPS system. The work involves supply, installing, testing and commissioning of new batteries after carefully removing the existing batteries as per site condition.

The tenderer shall provide 35 sq. mm PVC / XLPE insulated copper flexible cables (ISI) for interconnection of battery including socketing apart from the existing cables and synchronization with the existing UPS system. The firm must take away all the old batteries on quoted rates.

Battery and accessories shall have the following technical parameter.

1. Nominal voltage - 12 Volt
2. Nominal capacity of each battery - 120Ah
3. Terminal - Copper terminal with M8 bolt / nut or Manufacturer standard.
4. Battery case resin - Flame retardant
5. Interconnecting cable between the battery – ISI mark insulated copper cable of 35 sq mm and socketing etc.
6. Battery rack - There is no need of replacement of the existing battery rack if it is sufficient to accommodate the new battery. Otherwise wise the firm replace the old battery rack with new battery rack and the old rack shall be taken under buyback. The cost of the battery rack shall be included in the supplied battery. No extra cost shall be paid for the battery rack.

Documents to be submitted:

1. The tenderer shall submit type test certificates for fire retardant casing from reputed testing facility/ lab for the battery to be supplied along with delivery of materials.
2. Testing of IR/impedance should be carried out after installation of the batteries and certificate with details of the test should be submitted. Firms should replace the batteries if test results are not satisfactory.
3. The tenderer is also required to submit the brochure/catalogue/leaflet of the battery from the manufacturer wherein its detailed specifications (general and technical) is outlined along with Tender Part-I.
4. The bidder/firm must have certificate issued from Pollution Control Board regarding the proposed disposal of the old batteries to be taken by the firm under buy-back. **(valid certificate shall be submitted along with tender part 1)**

Scope of work at the time of Battery replacement & Warranty Period: -

- 1) Battery bank installation & synchronization with existing UPS system after connecting all the batteries by providing new terminal nuts & bolts and with existing flexible copper cables. If required cable for inter connection of battery of required size as cited above shall be provided by the vendor without any extra cost.
- 2) The selected vendor shall coordinate with the AMC vendor of the UPS system for battery installation for shut down and activation.
- 3) The bidder must visit the site before bidding to ascertain site conditions. The successful bidder has to accommodate the batteries in the existing battery racks, or else provide new racks of suitable size for which the cost shall be included in the quotation. No extra cost for replacement of rack to be provided by the bank.
- 4) Firm has to visit every month to the site for inspection, checking of the battery condition and ensure that battery banks are working healthy and shall do necessary preventive maintenance of the battery on quarterly **basis and quarterly** discharge test during the warranty period i.e. up to **36 months**.
- 5) **If any fault develops in the battery during warranty/ defect liability period of 36 months from the handing over, the battery shall be replaced in free of cost.**
- 6) The Tenderer shall visit the premises and ascertain site conditions, existing structures, interconnection cables and other obstructions if any, and suitably allow for these exigencies in his offer. No extra claims will be admissible later these grounds.

Materials: -

All materials & equipment's used in electrical installations shall confirm to Indian Standard Specifications wherever these exist. A list of approved materials is attached. Materials not included in the list as well as any particular make not included in the list should be approved by the Consultant or Engineer-in-charge before use. All required materials covered under this specification shall be supplied and installed by the contractor complete in all respect except in cases where it is clearly mentioned otherwise. The materials and accessories required for completing the work will form part of the work although they have not been specified separately. The work shall include all reasonable precautions and provisions for safety of operation and maintenance personnel.

Standard: -

(a) Unless otherwise specified, all materials covered under this specification shall be designed, manufactured, tested and installed in conformity with the latest Indian Standard Specifications. In case such Indian Standard Specifications are not published equivalent British Standard Specifications shall be followed.

(b) All equipment's and materials selected shall also be supplied and installed taking into consideration the Factories Act, Fire Regulations and Local laws or by-laws. All materials used in the assembly of fittings and their accessories shall be of high quality and manufactured in accordance with the best modern practice.

(c) All the materials supplied by the contractor according to the contract conditions will be subject to inspection and approval by the Consultant or/and Engineer-in-charge or their authorized representative from time to time. The contractor shall extend all required facilities for such inspection free of cost. At the time of inspection, the inspecting officer shall have full liberty to reject any such material, which does not confirm to specifications or the requirements. The owner shall not entertain any claim for the rejected materials. The contractor shall remove all rejected materials from the site at his own cost.

(d) The owner shall not accept any surplus material procured by the contractor.

Copper Cables: -

The cables used for internal electrical connection shall be appropriate voltage grade, PVC Insulated flexible copper conductor industrial Cable (35 sq. mm, FRLS) of ISI of reputed brand. The PVC insulation shall be suitable to withstand 105-degree Celsius temperature.

Workmanship:

Good workmanship and neat appearance are the pre-requisites for compliance with the various sections of these specifications. The work shall be carried out under direct supervision of a person holding certificate of competency issued by the State Govt. and in accordance with the statutory rules and regulations in force. The relevant ISI code of practice shall be followed wherever applicable.

Additional Specifications:

- a) Any damage to walls, floors, etc. during installation and erection must be repaired by the Contractor to match the original surface for which no extra amount will be paid.
- b) Approved materials and fittings shall only be used. The Contractor shall replace the unapproved materials and fittings at his own cost.
- c) Intending tenderers are advised to study all the schedule of works, specifications, conditions etc. in detail and inspect the site before submitting tenders so as to ascertain the nature and scope of the work involved and the methods to be adopted for executing the work.
- d) The Contractor will also be required to submit the 'Form of Completion Certificate' in the required proforma.

Place:

Signature of the tenderer with seal

Date:

Commercial Conditions- Acceptance check list

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms. (YES/NO)
1.	Validity	90 days from the opening of Part-I	
2.	EMD	Rs. 42,894/-.	
3.	Terms of payment	i) 95% of the quoted rate, against erection, testing, commissioning, handing over of the system to the Bank, submission of bill and submission of a Bank Guarantee for 3 yrs (as mentioned at clause no.20(B) and validity of insurance as per tender. ii) 5% of bill amount will be deducted and kept under security deposit for a period of one year and to be released the same after one year.	
4.	Prices	Inclusive of all taxes, duties, insurance, levies during the contract period, transportation, conveyance etc	
5.	Defect Liability Period and warranty period (3yrs)	36 months from date of completion of the work and handing over the work. Any fault developed in the work/ battery shall be replaced in free of cost	
6.	Warranty period. /Defect liability period /guarantee period	36 months from date of completion of the work and handing over the work.	
6.	Service after sales	Free of cost during the DLP and warranty period and as per terms condition of tender.	
	Penalty during defect liability period	As per clause 20(c) of the tender	
7.	Completion period	30 days from 10 th day of letter of award of work.	
8.	Liquidated damages for delay in completion of work.	@0.25% of contract amount per week of delay subject to maximum of 10% of the contract value.	

Part- II should not contain any terms and conditions but only price for bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Date:

Signature of Tenderer with seal.

Annexure-I

List of approved Make/Brand of the materials.

Sl. No.	Item	Approved Make or equivalent.
1	Battery	Panasonic / Exide /QUANTA Amara Raja

Place:

Date:

Seal & Signature of the Tenderer.

Mandatory to be filled up by the bidder

Sr. No.	Technical Requirement	Whether accepted (Yes/ No)
1.	Replacement of faulty/weak batteries at free of cost during the defect liability period/ guarantee / warranty period of 3 years.	
3	Flapped to protect from shorting of terminals.	
4	Internal resistance should be less than 6 mili-ohm	
5	The Batteries are to be made in India.	
6	Type test report of the batteries offered issued by Government of India approved / recognized Testing lab.	
7	Battery Should manufactured within 3 months from the date of delivery at RBI site	
8	Accepted penalty terms and condition of the tender during execution of the work, delay in completion and during defect liability period/ warranty / guarantee period.	
9	The work involves liaison and coordination with the manufacturer to carefully dismantle the old battery, reconnect the new batteries in the battery rack. No extra charges shall be paid for this work.	
10	Fire retardant certificate for casing along with delivery of battery at site.	
11	Firm shall provide standby battery for smooth functioning of the UPS, In case failure of the battery till the supply of new battery.	

Place
Date:

Signature of the tenderer/ bidder

Annexure-II

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

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

Place: _____

Date: _____

The Regional Director

Dear Sir,

Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

Ref.: NIT/Advt.No.

date

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as

aforesaid shall be paid by us without any demur or protest, merely on demand from the 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. 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 Tenderer.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) 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.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified)

Annexure-III

Proforma of Bank Guarantee For Security Deposit

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

Place: _____

Date: _____

The Regional Director
Reserve Bank of India,

Dear Sir,

Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

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 ₹. _____

(Rupees _____ 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 Rs _____ 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 Rs. _____ (Rupees _____ 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 Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only)

as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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 _____ Rs. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto _____ **(3 years from the date of commissioning & handing over of the system)** 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).

Annexure-IV

FORMAT OF BANKERS' CERTIFICATE

On the Letter Head of Bank

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Pt. J.L Nehru Marg
Bhubaneswar-
751001

Respected Sir/Madam,

Name of Work: Tender for Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

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.

Other particulars are given below for your perusal and record:

S.No.	Particulars	Comments of the Bank
1.	Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)	
2.	Name of the Proprietor/ Partners/ Directors of the firm.	
3.	Credit facility/ Overdraft facility enjoyed by the firm.	
4.	Dealings	
5.	The period from which the firm has been banking with your bank.	
6.	Any other remarks.	

(Signature)
For the Bank

Note:

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

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

(Signature)
For the Bank

Annexure-V

List of Clients

Details of similar qualifying works executed before 5 years (Date of work order should be on **or before 30 October 2019**)

Sr. No.	Name and address of the firm	No. & capacity of battery units supplied & commissioned	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number & contact person of the firm

Details of similar qualifying works executed during the last 5 years (completed on or **after October 30, 2019**)

Sr. No.	Name of work	Name and address of the firm	No. & capacity of battery units supplied & commissioned	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /email /phone number & contact person of the firm

(Attach sheet if required)

Signature of Tenderer:

Date

Annexure-VI

Client's Certificate regarding performance of the Contractor

*On the Letter Head of
company/firm/organization*

Ref. No. _____

Date: _____

Reserve Bank of India
Email: rdbhubaneswar@rbi.org.in
Estate Department
Pt. J.L Nehru Marg
Bhubaneswar-751001

Respected Sir/Madam,

Name of Work: Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

We confirm that M/s. (Name of the contractor) _____ have carried out the following work/s for us. The firm may be considered sound for entrusting captioned work.

2. Other particulars are given below for your perusal and record:

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /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 behaviour | Outstanding/Very Good/
Good/Satisfactory/poor |

Note : All columns should be filled in properly
“countersigned”

Office Seal of the Client

Yours faithfully,

(Signature of the Responding
Officer*) For S.E (E) / Executive
Engineer (E)

Note:

** Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*

** Responding Officer should be of the Rank of General Manager in respect of Private organizations*

** The matter written in italic not to be printed on the final Performance Certificate*

Proforma for Details of Principal Banker/other bankers

Sr. No.	Particulars	Principal Banker	Banker	Banker
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			
5	Fax Number			

Annexure – VII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank’s Main Office Building, Bhubaneswar on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized.
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure-VIII

Format of Computerized Measurement Book

भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

भुवनेश्वर कार्यालय

BHUBANESWAR OFFICE

कम्प्यूटरीकृत मापन पुस्तक

COMPUTERISED MEASUREMENT BOOK

(पेज 1 से __)

(Pages 1 to __)

यह पुस्तक M/s _____ से जारी की गई है

This Book is issued by M/s _____

प्रमाणित किया गया कि इस पुस्तक में __ पृष्ठ हैं

Certified that this book contains __ Pages

जिस अधिकारी को पुस्तक जारी की जाती है,

उसके हस्ताक्षर

Signature of the official to whom
the book is issued

Signature of AGM-Estate Department

Work Order No:			
Inward No:			
Invoice No:			
Date of completion of work:			
S. No.	Description of item	Unit	Quantity

Page No. - __

Reserve Bank of India
Estate Department
Bhubaneswar
Cash Abstract
Name of the work -
Name of vendor:
Date of commencement of work:
Work Order No:
Inward No:

Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity	Rate/Unit (in ₹)	Amount (in ₹)
	Total				

Page No. - ___

Notes: All the sheets shall be ruled. (sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

Annexure-IX

Undertaking to be included in tender regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work: Tender for Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

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

- a) I/we or any of our allied firm* is/ are not debarred/suspended/ blacklisted by any public institution/entity in India or any other country on bid till 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) declare that we or our allied firm* (Name of the allied firm(s)) is/ are debarred / suspended/blacklisted by (Name and address of 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

(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 a controlling voice. Further all successor firms will also be considered as allied firms.

Annexure – X

Performa 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,
The Regional Director
Reserve Bank of India
Estate Department,
Bhubaneswar

Name of Work: Tender for Supply, Installation, Testing & Commissioning of 164 no of 12V, 120 Ah Valve-Regulated Lead-Acid (VRLA), SMF battery having flame retardant casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar

Dear Sir,

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated September 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(ies) 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 Rubber Stamp

Date:

Place:

Annexure – XI

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Regional Director
Reserve Bank of India
Estate Department,
Bhubaneswar

Dear Sir

NAME OF WORK: Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar.

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labor and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:



संपदा विभाग

Estate Department

भारतीय रिजर्व बैंक, भुवनेश्वर

Reserve Bank of India, Bhubaneswar

e - Tender For

Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar.

E-Tender No: **RBI/Bhubaneswar Regional Office/Estate/16/24-25/ET/582**

Part –II

PRICE BID

Name of the tenderer _____

Address _____

Due date of submission of tender: 14:00 hrs. of December 27, 2024

Bill of Quantity

Name of the work: Supply, Installation, Testing & Commissioning of 164 no of **12V, 120 Ah** Valve-Regulated Lead-Acid (VRLA), SMF battery having **flame retardant** casing for Centralized UPS system in Bank's Main Office Building, Bhubaneswar.

Sl.No	Description of the Items	Qty	Unit	Rate/unit in ₹ (including all taxes)	Amount in ₹ (including all taxes)
1	Supply of 12 Volt, 120 Ah Valve Regulated Lead–Acid (VRLA), SMF Battery having Flame retardant casing and as per technical specification for 2 X 120 KVA Centralized UPS system (including all taxes).	164	each		
2	Charges for installation, testing and commissioning of the above batteries and synchronizing with the existing system after carefully dismantling the old batteries including proper inter connection of each batteries, all complete and as per technical specifications (including all taxes).	1	job		
3.	Total cost in ₹ (including all taxes)				
4.	Rebate for taking away of old battery (including all taxes).	164	each		
5.	Total cost after Rebate i.e. [Sl. No. 3 – Sl. No. 4] in ₹				

Total Rupees (in word):

.....

Place:
Date:

Seal & Signature of the Tenderer

Note: Rates not to be quoted here, rate should be submitted only in online mode. If any price component is mentioned and uploaded along with the Part-I of the tender, the bid shall liable to be rejected.