



भारतीय रिज़र्व बैंक
Reserve Bank of India

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai – NIT

Estate Office, Mumbai Regional Office, Reserve Bank of India invites open e-tenders for the captioned work from the eligible contractors. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai Regional Office/Estate/15/24-25/ET/131
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 of the work	Rs.46 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	July 02, 2024 from 6:00 PM onwards
e. Last date of submission of PQ documents	July 12, 2024 at 5:00 PM
f. Pre-Bid meeting	Offline 3.00 PM on July 18, 2024 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
g. Earnest Money Deposit	i) ₹92,000/- (Rupees Ninety Two Thousand Only) by NEFT/ DD or in the form of BG on or before 2:00 PM on July 23, 2024. The DD shall be submitted in sealed cover addressed by name to The Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai -400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai- 400001 within the prescribed time. ii) NEFT Details: A/c No – 04861436206 IFSC CODE – RBIS0MBPA04
h. Last date of submission of EMD	On or before 2.00 PM on July 23, 2024
i. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at	July 02, 2024 from 6:00 PM onwards www.mstcecommerce.com/eprocho/me/rbi

j. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	July 23, 2024 till 2:00 PM
k. i. Date and time of opening of Part-I (Techno-commercial bid) ii. Part-II Price Bid: Date of opening Part II i.e. price bid shall be informed separately	July 23, 2024 at 2:30 PM
l. Transaction Fee	Rs.2,300.00/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



भारतीय रिज़र्व बैंक
Reserve Bank of India

E-Tender for Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online Tenders will be available to view / download for all firms from **6:00 PM on July 02, 2024.**

2. The e-tender is to be submitted through the website www.mstcecommerce.com/eprocn. The work is estimated to cost **₹46 Lakh** (Rupees Forty Six Lakh Only) and the entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 60 days from the 10th day of issue of work order.

3. Only those contractors who have minimum 5 years' experience in the field of undertaking similar works viz "Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems" and associated works for the office buildings/commercial premises/industrial houses and have during the last 5 years (works completed on or before 31st March 2024), executed similar works individually costing as under:

(a) Three works each costing not less than 40% of ₹46 Lakh

OR

(b) Two works each costing not less than 50% of ₹46 Lakh

OR

(c) One work costing not less than 80% of ₹46 Lakh during last 5 years (**till May 2024**)

AND

(d) Have a minimum yearly turnover of ₹46 Lakh during the last 3 years supported by audited financial statements.

AND

(e) Should furnish Banker's certificate issued by the Applicant's banker specifically for the work, for an amount of **₹46 Lakh**.

AND

(f) Have a service set up in Mumbai, Thane or Navi Mumbai for rendering after sales service.

4. The following Pre-Qualification papers super scribed as "Pre-Qualification documents for Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2x160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai, addressed by name to The Regional Director, Reserve Bank of India and shall be submitted to AGM (Admin) Estate Cell, Fort Office Mumbai latest by **July 12, 2024 till 05:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ documents may be forwarded to mail id: estatemumbai@rbi.org.in, devendranetam@rbi.org.in, and shaileshmeena@rbi.org.in latest by **July 12, 2024 till 05:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or **before July 12, 2024 till 05:00 PM**.

5. The following information along with relevant documents shall be submitted 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.
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b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. (TDS certificate in case of client being private entity).
		The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any office should also be submitted.
c)	Creditworthiness of the contractor & their Turnover during the specified period	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 in proof of their creditworthiness and turnover for last three years. (as per format mentioned in the tender)
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. (if required) (as per format mentioned in the tender)
e)	Name(s) and 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 bankers by the Bank in case it is so needed) should be furnished.
f)	Details of bank Account	Full particulars of their bank accounts, like account no., type, when opened, etc. should be given.

	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients 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 clients by the Bank in case it is so needed) should be furnished. (as per format mentioned in the tender)
g)	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 officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

6. Only tenderers who qualify as above will be eligible to participate in the tender and pre-bid meeting for the work. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **03.00 PM on July 18, 2024** at office to discuss/clarify anything about the tender. A separate communication will be sent to the eligible participants for this meeting. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹92,000/- (Rupees Ninety Two Thousand only)** by NEFT/ Demand Draft/ Bank Guarantee in favour of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **July 23, 2024 till 2:00 PM.**
9. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within **July 23, 2024 till 2:00 PM.** While e-tender

Part I will be opened on the **same day at 2:30 PM**. Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.

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

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

SCHEDULE OF TENDER (SOT)

a. e-tender no.	RBI/Mumbai Regional Office/Estate/15/24-25/ET/131
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/)
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Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai-400001**

e-Tender For

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

e-Tender No.: RBI/Mumbai Regional Office/Estate/15/24-25/ET/131

Part-I

Name of Tenderer: _____

Address: _____

Date of Starting of e-Tender : July 02, 2024 from 6:00 PM

Date of Pre Bid Meeting : Offline 3.00 PM on July 18, 2024

Due date and time for Submission of e-Tender: July 23, 2024 till 2:00 PM

Date of opening of Part- I of e-Tender : July 23, 2024 at 2:30 PM

Venue (for pre-bid meeting and opening of Tender): 2nd floor, Estate Office, MRO
RBI, Main Office Building, Fort, Mumbai - 400001, Maharashtra, India

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**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Tender Notice

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3. Only those contractors who have minimum 5 years' experience in the field of undertaking similar works viz "Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2x160 KVA UPS systems" and associated works for the office buildings/commercial premises/industrial houses and have during the last 5 years (works completed on or before 31st March 2024), executed similar works individually costing as under:
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AND

 - (d) Have a minimum yearly turnover of ₹46 Lakh during the last 3 years

supported by audited financial statements.

AND

- (e) Should furnish Banker's certificate issued by the Applicant's banker specifically for the work, for an amount of **₹46 Lakh**.

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4. The following Pre-Qualification papers super scribed as "Pre-Qualification documents for Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai, addressed by name to The Regional Director, Reserve Bank of India and shall be submitted to AGM (Admin) Estate Cell, Fort Office Mumbai latest by **July 12, 2024 till 05:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ documents may be forwarded to mail id: estatemumbai@rbi.org.in, devendranetam@rbi.org.in, and shaileshmeena@rbi.org.in latest by **July 12, 2024 till 05:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or **before July 12, 2024 till 05:00 PM**.

5. The following information along with relevant documents shall be submitted 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.
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b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. (TDS certificate in case of client being private entity).
		The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any office should also be submitted.
c)	Creditworthiness of the contractor & their Turnover during the specified period	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 in proof of their creditworthiness and turnover for last three years. (as per format mentioned in the tender)
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. (if required) (as per format mentioned in the tender)
e)	Name(s) and 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 bankers by the Bank in case it is so needed) should be furnished.
f)	Details of bank Account	Full particulars of their bank accounts, like account no., type, when opened, etc. should be given.

g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients 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 clients by the Bank in case it is so needed) should be furnished. (as per format mentioned in the tender)
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 officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

6. Only tenderers who qualify as above will be eligible to participate in the tender and pre-bid meeting for the work. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **03.00 PM on July 18, 2024** at office to discuss/clarify anything about the tender. A separate communication will be sent to the eligible participants for this meeting. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹92,000/- (Rupees Ninety Two Thousand only)** by NEFT/ Demand Draft/ Bank Guarantee in favour of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **July 23, 2024 till 2:00 PM.**
9. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within **July 23, 2024 till 2:00 PM.** While e-tender Part I will be opened on the **same day at 2:30 PM.** Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.

10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.

Regional Director
Reserve Bank of India
Mumbai

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Section (I)

Form of Tender

Place _____

Date _____

The Regional Director
Reserve Bank of India
Estate Office, Fort,
MUMBAI - 400001

Dear Sir,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai
(b)	Estimated cost	Rs.46 Lakh/- including GST
(c)	Mode of payment	As per clause 3.24 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.92,000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	60 Days from 14 th day of issue of work order.

Should this tender be accepted, I/We hereby agree to abide and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.

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.

The names of partners of our firm are

(i) _____

(ii) _____

Name of the partners of the firm _____
Authorized to sign

OR

Name of person having Power of Attorney
_____ to sign the contract

(Certified true copy of the Partnership Deed and the Power of Attorney should be attached)

Yours faithfully,

(Signature of Contractor)

Witnesses

(1) _____
(Signature)

Address

(2) _____
(Signature)

Address



**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

SECTION - II

Important instructions for E-procurement

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 type digital certificate**. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/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/eproc (Version 3)

1) Vendors will receive a system generated mail confirming their registration in their

email which has been provided during filling the registration form. In case of any

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

Contact person (MSTC):

HO Central Help Desk: (For vendors)

Phone Number : 07969066600

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

WRO Helpdesk: 7651915418

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in

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

Contact person (RBI MRO):

1. R G Ghadge Manager Tech (For Technical queries)- mail ID: raosahebgghadge@rbi.org.in
2. Shri. Nitesh Prasad,AGM(Tech-Elec.) Mo. No.9460016546(For Technical queries)- mail ID: niteshprasad@rbi.org.in
3. Shri. Vishnu N, AM, Mo. No 9442644738, (for e-tender queries)- mail ID: vishnun@rbi.org.in
4. Shri Shailesh Meena, Manager, No. 9711065776 (for e-tender queries)- mail ID: shaileshmeena@rbi.org.in

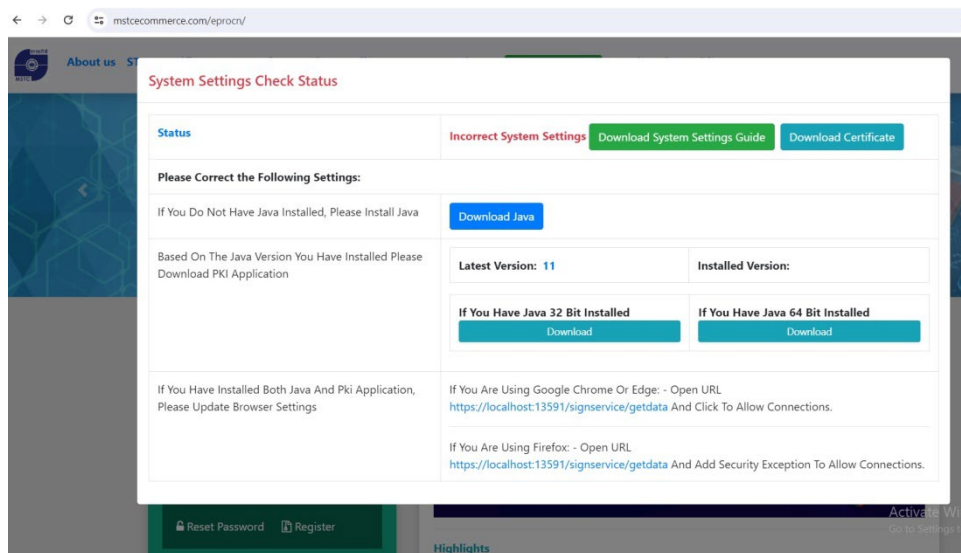
Vendors are required to register themselves online with

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 Guide.

B) System Requirement:

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



(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, MRO. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

All entries in the e-Tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.

Contact Details:

HO Central Help Desk: (For vendors)

Phone Number :07969066600

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

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in

WRO Helpdesk: 7651915418

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

Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. **Transaction fee is non-refundable.**

In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

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, MRO and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, MRO as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- (i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. **The responsibility of downloading the related corrigenda, if any, will be of the bidders only.**
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eproc of MSTC Ltd.

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction 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, MRO.
- 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 → 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) The bidder should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).
- d) 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.

- e) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) 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**.
- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) 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.

- k) 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.
- l) 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.

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

RBI, MRO has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders



**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

“Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort, Mumbai”

Section (III)

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

3.1 E-tenders are invited from the OEM or their authorized dealer for “Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai”

3.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions and Part-II containing only rates of items stated in figures and words and amounts in figures shall be submitted by **July 23, 2024 till 2:00 PM**. Part-I of the tenders will be opened on the same day in online mode at 03:00 PM. **Part-II of the tenders will be opened on a subsequent date under intimation to all the tenderers.** Incomplete tenders or tenders not complying with the requirement are liable for rejection.

The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case some of the tenderers would like to include any conditions/clarifications/covering letter while tendering for work, they will have to submit the same in duplicate along with Part-I.

On opening of Part-I, the clarifications/conditions etc., if any shall be examined & after discussion with the tenderers, the conditions that will be accepted to the Bank will be intimated to them. The tenderer shall withdraw all the conditions that are not acceptable to the Bank.

- (a) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Tenderers.
- (b) Tenders shall remain open to acceptance by the Bank for a period of 90 Days from the date of opening 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.
- (c) The Tenderers must use only the forms issued by the Bank to fill in the rates.

- (d) If any of the documents if missing or unsigned, the tender may be considered invalid by the Bank in its discretion.

No advice of any change in rate or conditions after the opening of Part II of 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 Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (f) 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, otherwise the tender may be rejected by the bank.
- (g) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

3.3 EMD & Bank Guarantees to Be Submitted by The Tenderers

Intending tenderers shall pay as earnest money a sum of Rs 92000/- by way of NEFT or furnish an irrevocable Bank Guarantee from any scheduled bank for an equivalent amount towards EMD in the proforma enclosed. A tender which is not accompanied by a Bank Guarantee or proof of payment through NEFT towards earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.

- 3.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within 14 days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of 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.
- 3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 3.6 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

- 3.7 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies, or variation in labor rates etc. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labor, transport, insurance for transit, storage as also **workmen compensation policy, Contractor All Risk Policy & 3rd party liability policies**, erection etc. till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made **at RBI, MUMBAI - 400001** and will be in Indian rupees only.
- 3.8 Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. 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 the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
- 3.9 As regards make of equipments acceptable to the Bank the tenderers are advised to refer to the list of approved make of materials/equipments. The tenderers are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipments. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipments offered.
- 3.10 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
- 3.11 **Defect Liability Period (DLP): The work carried out shall be guaranteed against all types of defects for a period of three years** 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 period shall be rectified/ replaced by the tenderer free of cost at site.
1. During DLP of 3 years, if system defects not rectified within given response time of 24hours a penalty will be imposed Rs2500/per day, if system defect not rectified within 24 hours on receipt of complaint & Rs 5000/per day if not rectified within 72 hours till rectification of defect subject to a maximum of 10% of the accepted tender amount. The penalty amount will be recovered by revoking PBG

2. After three years DLP firm will ensure that to supply required spare batteries in case of emergency till the period by which battery banks are replaced by new one.

- 3.12** The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and an offer comment only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. **The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.**
- 3.13** Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after issue of the work order. 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 liquidated damages as per Bank's conditions given in the Contract. The tenderer shall before commencing work prepare a detailed work Programme which shall be approved by the Bank's Engineer.
- 3.14** The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of 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 purposes or for any other reason 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.
- 3.15** The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.
- 3.16** The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 3.17** The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

3.18 Factory Inspection

Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer at the works and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender document. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.19 Cost of Inspection: - The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.20 Method of Testing: - The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

3.21 Inspector Authority to certify performance: -The Bank's Engineer shall have the power -

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.22 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the

stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.

3.23 Bank's Engineer decision as to rejection final: - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.24 Mode of payment on submission of bill:

- (i) 60% of contract amount on the delivery of all materials as per BOQ and on submission of fire-retardant certificate issued from OEM.
- (ii) Rest 40 % of the contract amount on the handing over the system in all respect i.e. satisfaction to Bank and on submission of **Performance Bank Guarantee (PBG)** as specified in clause 3.25. The format of PBG can be seen at [Annexure II](#)

3.25 Performance Bank Guarantee (PBG):

- (a) **Performance Bank Guarantee (PBG) as security deposit for completion period:** On award of the work, the successful Contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per **Annexure** towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.

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

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

Retention Money (RM): In addition to 5% PBG, retention Money @ 5% will be deducted from each bill and shall be release after completion of work and on submission of new BG for an amount equal to 10% of contract value as security deposit towards Defect Liability Period **DLP i.e. three (03) year from handing over the work.**

(b) Bank Guarantee towards defect liability period:

After completion of the work, the successful Contractor shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per **Annex** towards Security Deposit for the due fulfilment of the terms and obligations of the DLP. The PBG (Bank Guarantee) of 5% furnished will be returned only after submission of above mentioned 10% of BG failing which the same may be revoked.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the **DLP i.e. three (03) year from handing over the work.**

- 3.26 Liquidated Damages:** Time is the essence of the contract. The entire work shall be completed within **60 Days** from the 14th day of letter of acceptance failing which liquidated damages at a rate of **0.25 %** of estimated cost per week of delay beyond the stipulated period with an upper ceiling of **10%** of the contract amount, will be levied.

The successful tenderer shall submit a Bar Chart Programme for the above works.

- 3.27** The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
- 3.28** The payment for the system will be made by RBI, Mumbai - 400001 Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of **MUMBAI**
- 3.29** The tenderer shall furnish the name and address of the Bankers with whom they normally Bank.
- 3.30** The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

- 3.31** Vendors are requested to visit the site and understand the scope of work before submitting their offer.
- 3.32** The Contractor shall strictly comply with the provision of safety code annexed hereto.
- 3.33** The work must be carried out by the technician / wireman having valid Electrical supervisory license/ wireman licence.
- 3.34** The bidder/firm must have ESIC & EPF registration & current deposit challan should be enclosed with the Tender.
- 3.35** 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.
- 3.36** The battery replacement work required to be carried out in co-ordination with UPS AMC vendors for
i)2X80 KVA Delta Make UPS -M/s Powergun
ii)2X160 KVA UPS –Vertive make- M/s Network Techlab

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

Place:

Signature of Tenderer

Date:

Name and designation

Seal of the firm

SAFETY CODE

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

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

FIRE SAFETY

1. Cutting/ drilling machine and other electrically operated equipment used at the site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires shall not have any joints and shall be properly rated.
4. All electrical appliances i.e welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Two buckets of water and sand shall be kept in an easily accessible area on the site.
6. None of the passages near the lift lobby and staircases shall be used for stacking/dumping any kind of materials/ waste.
7. Both the staircase Multi zone Doors shall be normally kept closed.
8. Power Supply shall be switched off from the mains when the equipment is not in use.
9. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
10. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

I/We hereby declare that we have read and understood the safety code of the tender and will fully abide by the same, should the work tender is awarded to me/us.

Place:

Date:

Signature & seal of the contractor

Particulars of Firm

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
2.	Or Authorized Dealer (Please submit the valid certificate of authority)	Indicate Yes/No for certificate of authority
3.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
4.	Names of the proprietor/ partners / Directors of the firm	
5.	GST details with supporting documents	
6.	Valid ESIC & EPF registration details	
7.	Address of the Firm	
8.	Telephone	
	Email	
	Fax	

SECTION (IV)

Conditions of Contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

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

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

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

- (g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (h) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (i) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "Net rates" or "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

(j)"The Works" shall mean Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai.

(k)Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Employer

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

4.4.1 The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

4.5 Contractor to provide everything necessary at his cost.

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings,

Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 4.15 hereof.

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

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

4.7 Setting out of Works

4.7.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Engineer may require.

4.9 Contractor's Superintendence & Representative on the works

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

4.10 Dismissal of Workmen

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

4.11 Access to Works

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

4.12 Assignment and Sub-letting

4.12.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

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

added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

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

4.13.2 Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof as ascertained under Clause 4.16 thereof shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.14 Sufficiency of Schedule of Quantities

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

4.15 Measurement of Works

4.15.1 The Bank's Engineer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

4.16 Prices for extras etc. - Ascertainment of

4.16.1 The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or

included in the Schedule of Quantities, but the Contractor shall make no additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.3 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- (c) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) and (d) hereof.
- (d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Price Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

4.16.3 The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated, then, within six months of the completion of the Contract works as defined in Clause 4.20 hereof.

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

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

4.18 Removal of Improper Works

4.18.1 The Bank's Engineer, shall during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth-with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the Defect Liability period stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the

Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over. The firm has to intimate about the completion of work in all respects in writing.

4.21 Nominated Sub-Contractors

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

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

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated Sub- Contractor within fourteen days of his receipt of the Bank's Engineer's certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privates of Contract as between Employer and Sub-Contractor.

4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall

allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to, or occasioned by, such work.

4.23 Insurance in respect of Damage to Person & Property

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

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

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

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

and also in respect of any award of or compensation or damages arising there from.

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

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

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.

4.24 Date of Commencement & Completion

4.24.1 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.26 Delay & Extension of Time

4.26.1 If in the opinion of the employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's

Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

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

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

4.28 Termination of Contract by the Employer

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

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or shall assign or sublet this Contract without the consent in writing of the Employer first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor:

- i) Has abandoned the Contract, or

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

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

or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

4.30 Certificate & Payments

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

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

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

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

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

4.31 Delayed Payment

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

4.32 Matters to be finally determined by Bank's Engineer

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

4.33 Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.33 hereof, But if either the Employer or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

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

effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

4.33.4 Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine, the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The Award of the Arbitrators or Arbitrations, as the case may be shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

4.34 Right of Technical Scrutiny of Final Bill

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

4.34.2 Measurement of Work

i) Measurements of Work Done	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and

		<p>by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p>
	iv)	<p>If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.</p>
	v)	<p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.</p>

	vi)	<p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.</p>
	vii)	<p>The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach</p>

		of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurementbook and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
i) Computerized Measurement Book	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items

		having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
	iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as

		<p>may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.</p>
	v)	<p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.</p>
	vi)	<p>The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will</p>

		be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
	vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
	viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
	ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in

		<p>order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p>
	x)	<p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p>
	xi)	<p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the</p>

		<p>measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any workor material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
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4.35 Employer Entitled to Recover Compensation Paid to Workmen

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

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose off them without the prior written permission of the Employer and return them to the Employer, if required by the Employer at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price

to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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

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

4.39 Testing

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

4.40 Work at Site

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

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

Place:

Signature of Tenderer

Date:

Name & Designation

Name of firm with Seal

**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai-400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

TECHNICAL SPECIFICATION

RBI Main Office Building have existing 2 x 80 KVA UPS & 2x160 KVA UPS installed at Ground floor of Building. The UPS has total 80 Nos. of 12 V, 120AH batteries in two sets (40nos for each set) and 144 Nos of 12V, 200AH batteries in two sets (72nos for each set).

The scope of work includes:

- 1) Safely dismantling of existing Battery Bank, removing the same at designated place, Supply, Installation, Testing & commissioning (SITC) of 80 number of 12 V,120 AH VRLA, SMF battery and to connect with existing 2 X 80 KVA UPS Battery Breaker with suitable size new battery MS racks and using new d.c. suitable size battery interconnection links up to Battery Breakers etc

Existing 2X 80 KVA capacity UPS consist of 80 number of 12 volts Valve Regulated Lead Acid (VRLA),120-AH with FR casing, Sealed Maintenance Free (SMF) Batteries with MS rack, battery inter-connection, jumper cable and terminal connectors.) Battery should be of the approved makes mentioned on page. 53 of this tender. Manufacturing factory should have certification of ISO 9001:2008 and TS 16949:2009.

- 2) Safely dismantling of existing Battery Bank, removing the same at designated place, Supply, Installation, Testing & commissioning (SITC) of 144 number of 12 V,200 AH VRLA, SMF battery and to connect with existing 2 X160 KVA UPS Battery Breaker with suitable size new battery MS racks and using existing d.c. battery interconnection links etc

Existing 2X 160 KVA capacity UPS consist of 144 number of 12 volts Valve Regulated Lead Acid (VRLA),200-AH with FR casing, Sealed Maintenance Free (SMF) Batteries with MS rack, battery inter-connection, jumper cable and terminal connectors.) Battery should be of the approved makes mentioned on page. 53 of this tender. Manufacturing factory should have certification of ISO 9001:2008 and TS 16949:2009.

3)

Sr. No.	Technical Requirement	Comments to be filled by the bidders with supporting documents, if any.
1.	Replacement of faulty/weak batteries at free of cost during the DLP of 3 years.	
2.	i)Battery rating 12V, 120AH -80 nos	
	ii)Battery rating12V, 200AH -144nos	
3.	Battery should be UL approved for safety.	
4.	Flapped to protect from shorting of terminals.	
5.	AH efficiency should be above 95%.	
6.	Internal resistance should be less than 6 mili-ohm	
7.	The Batteries are to be made in India.	
8.	Type test report of the batteries offered issued by Government of India approved / recognized Testing lab.	
9.	Battery Should manufactured within 3 months from the date of delivery at RBI site	

Place:

Signature of the tenderer

Date:

**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2x160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

APPROVED MAKE OF BATTERIES

S. No.	Bank's Approved Make of the Batteries	Make offered by the Bidder
1.	Exide, Panasonic, Quanta (Amara raja)	

Place:

Signature of the tenderer

Date:

**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

▪ **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			

Appendix Hereinbefore Referred To

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

GENERAL CONDITIONS

Sr. No.	Description	Bank's Terms	Whether accepted or not by the tenderer
1	Dismantling work	All dismantling work and work generating noise shall be done during the day time on holidays and day time work shall have to be done on restricted hours. Contractor has to make available the supply during the Evening & Night time. Contractor shall take in to account the above facts while quoting the rates	
2	Removal of debris	The tenderer shall remove all debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborer shall be cleaned properly, as per the entire satisfaction of the Bank's Engineers.	
3	Qualified Supervisor	The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.	
4	Approved Brands	The tenderer shall use only approved brands of materials as given in the Annexure. The Bank will be at liberty to choose any brand of materials from the names given in absence of any such choice indicated by the tenderer. Bank may ask for the papers and documentary evidence to verify the genuineness of batteries.	
5	Liasioning	The work includes liaison with the manufacturer to dismantle and remove the old batteries and reconnect the new batteries in the battery racks provided in the UPS battery room. No extra charges will be paid to the contractor for this.	
6	Transportation	The work includes the transportation of the batteries up to the UPS battery room racks. The cartage and labor required for the work need to be included in the quote.	

7	Authorization	The firms should enclose copy of their valid authorized dealership/distributorship certificate/OEM. Without such authorization, no tenders will be considered. Copy of Original manufacturer's authorization certification required to be deposited with dealership / OEM / Distributors addressed to Reserve Bank of India, Estate Office, Main Office Building ,Fort, Mumbai-400001	
8	OEM certificate	OEM certificate for Fire retardant casing, serial number and manufacturing date of batteries to be enclosed by the vendor with their bill. It is mandatory that to tenderer to provide the certificate from OEM that the batteries are covered under three-year onsite replacement warranty without any charges.	
9	Pollution Control Board requirement	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 buyback.	

Place
Date

Seal & signature of contractor

**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort, Mumbai

Commercial condition & Check list

S. No.	Description	Bank's Terms	Whether accepted or not
1	Validity	Shall be valid for 90 days from date of opening of tender.	
2	Completion	60 days from 14 th day after issue of work order	
3	Liquidity Damages/penalty	@0.25% of estimated cost per week of the estimated cost put to tender subject to a maximum of 10% of the accepted tender amount.	
4	Overall Guarantee for the equipment	Valid as per the DLP clause 3.12 in General Instructions & Special conditions of contract.	
5	Insurance	As per tender clause no 4.23.5 of tender	
6	Terms of payment	<p>(i) 60% of contract amount on the delivery of all materials as per BOQ and on submission of fire-retardant certificate, Serial no, date of manufacturing of batteries and IR testing reports etc. from OEM.</p> <p>(ii) Rest 40% of the contract amount on the handing over the system in all respect i.e. satisfaction to Bank and submission of Performance Bank Guarantee (PBG) as specified in clause 3.26. The format of PBG can be seen at Section X.</p> <p>Retention money of 5% of each of the bills will be deducted.</p> <p>The estimated life cycle of the SMF batteries is 3 years. Successful tenderer shall submit Performance Bank Guarantee for an amount of 10% of contract value for the three years at the time of submission of final bill to Bank. The format of PBG can be seen at annexure. If firm not carry out replacement of faulty batteries and not</p>	

		attended the defects as per the satisfaction of Bank in that case PBG will be forfeited.	
7	Damages	Contractor must set right the damages caused if any during execution of works.	
8	Makes	As specified in the technical specifications.	
9	EMD	2% of the estimated cost 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	
10	License	The work must be carried out by the technician / wireman having valid Electrical supervisory license/ wireman license.	
11	Manufacturer certification	ISO 9001:2008 and TS 16949:2009	
12	Service after sales	Free of cost during the guarantee period	
13	Service facility	Shall be available at the Mumbai/Navimumbai/Thane and approachable on telephone/email/mobile	
14	(a) Time allowed for rectification	Maximum 24 Hours depending upon type of defect	
	(b) Penalty for delay in providing service	As per clause 3.11 of Section (III - GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS	
15	Providing standby batteries in case of failure	Firm should provide standby battery/batteries for smooth functioning of UPS system in case of failure till the supply of new battery/batteries.	

Date:

Place:

Signature of tenderer with seal

APPENDIX HEREIN REFERRED

S. NO.		
1.	Defects Liability Period	The work carried out shall be guaranteed against all types of defects for at least a period of three years from the date of handing over or as per the guarantee given by the OEM of batteries whichever is maximum.
2.	Period of Final Measurement	30 Days
3.	Date of Commencement	14 th day after the date of issue of work order
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the estimated cost per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs.27 Lakh
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% simple interest per annum

Place

Date

Signature of Tenderer

Annexure I

Articles of Agreement

(on stamp paper of appropriate value as per Maharashtra stamp act, 2022)

<p>समझौते के अनुच्छेदके दिन भारतीय रिज़र्व बैंक के बीच, जिसका केंद्रीय कार्यालय मुंबई में है (इसके बाद इसे "नियोक्ता "कहा जाएगा) और दूसरे भाग पर(इसके बाद इसे ठेकेदार कहा जाएगा)</p>	<p>ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.</p>
<p>जबकि नियोक्ता भारतीय रिज़र्व बैंक के कार्यालय भवन, मुंबई में मौजूदा 2 x 80 केवीए और 2x160 केवीए यूपीएस के लिए एफआर आवरण के साथ 120 ए.एच. की 80 एस.एम.एफ. बैटरियों और 200 ए.एच. की 144 एस.एम.एफ. बैटरियों की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य करने का इच्छुक है और किए जाने वाले कार्य का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं और जबकि उक्त विनिर्देशों और मात्राओं की अनुसूची पर पार्टियों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।</p>	<p>WHEREAS the Employer is desirous of "Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai." and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.</p>
<p>और जबकि ठेकेदार यहां निर्धारित शर्तों और दोनों (सभी) पक्षों द्वारा संशोधित और स्वीकृत अनुबंध की विशेष शर्तों और मात्राओं और शर्तों की अनुसूची के अनुसार विषय कार्य को निष्पादित करने के लिए सहमत हुआ है। इसके बाद सामूहिक रूप से "उक्त शर्तों" के रूप में संदर्भित किया जाता है, उक्त चित्रों पर दिखाया गया कार्य और/या उक्त विनिर्देशों में वर्णित और उसमें निर्धारित संबंधित दरों पर मात्रा की अनुसूची में शामिल किया गया है, जो प्राप्त राशि के बराबर है, या ऐसी अन्य राशि जो यहां देय होगी (इसके बाद</p>	<p>AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in</p>

<p>इसे "उक्त अनुबंध राशि" के रूप में संदर्भित किया जाएगा)</p>	<p>the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").</p>
<p>अब इस बात पर निम्न तरह से सहमति है-</p>	<p>NOW IT IS HEREBY AGREED AS FOLLOWS -</p>
<p>उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त अनुबंध राशि को ध्यान में रखते हुए, ठेकेदार उक्त विशिष्टताओं और मात्राओं की अनुसूची में वर्णित कार्य को निष्पादित और पूरा करेगा।</p>	<p>In consideration of the 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 described in the said Specifications and the Schedule of Quantities.</p>
<p>नियोक्ता ठेकेदार को उक्त अनुबंध राशि या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय और तरीके से देय होगी।</p>	<p>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.</p>
<p>उक्त शर्तों को इस समझौते के भाग के रूप में पढ़ा और समझा जाएगा, और संबंधित पक्ष क्रमशः उक्त शर्तों का पालन करेंगे, खुद को उक्त शर्तों के प्रति समर्पित करेंगे और अपनी ओर से उल्लिखित शर्तों में क्रमशः समझौते का पालन करेंगे।</p>	<p>The said Conditions 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.</p>
<p>यहां उल्लिखित समझौता और दस्तावेज़ अनुबंध का आधार बनेंगे।</p>	<p>The agreement and documents mentioned herein shall form the basis of the Contract.</p>
<p>यह अनुबंध न तो एक निश्चित एकमुश्त अनुबंध है और न ही टुकड़ा कार्य अनुबंध है, बल्कि भारतीय रिज़र्व बैंक के कार्यालय भवन, मुंबई में मौजूदा 2 x 80 केवीए और 2x160 केवीए यूपीएस के लिए एफआर आवरण के साथ 120 ए.एच. की 80 एस.एम.एफ. बैटरियों और 200 ए.एच. की 144 एस.एम.एफ. बैटरियों</p>	<p>This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of</p>

<p>की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य के संबंध में कार्य करने का अनुबंध है। जिसके दरों की अनुसूची और संभावित मात्रा में निहित दरों पर वास्तविक मापी गई मात्रा के अनुसार या उक्त शर्तों में प्रदान की गई दरों के अनुसार भुगतान किया जाएगा।</p>	<p>12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai</p> <p>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.</p>
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ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of **"Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai."** and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said 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 there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

In consideration of the 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 described in the said Specifications and the Schedule of Quantities.

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.

The said Conditions 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.

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

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire “**Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS** systems provided at RBI, Main Office Building, Fort Mumbai.” 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.

The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out by other without prejudice to this Contract.

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day from the date of issue of work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 Days** subject nevertheless to the extension of time granted by the Bank.

All payments by the Employer under this Contract will be made only at **MUMBAI**

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

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

NON-DISCLOSURE NORMS

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its 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 nondisclosure of confidential information under this agreement are fully satisfied.

SEXUAL HARASSMENT (PREVENTION) CLAUSE

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

ii) 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.

iii) 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.

iv) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

iv) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks’s premises.

v) **Integrity pact: -**

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

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

2. As and when the contractor employs more than 20 workers as contract labour, he/she shall obtain license from competent authority in accordance with the provisions of the CLRA ACT.

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

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

*

(Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

2. _____

Address _____

If the party is a
Partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

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
these signs under common
the seal, the signature
tally with the sealing

Directors who have signed
presents in token thereof in
presence of - clause should

1.

_____ clause in the articles

of association.

2.

If the Contract is
signed by the hand
of power of attorney, Shri _____
company or _____
and duly constituted attorney.

SIGNED AND DELIVERED BY -
the Contractor by the hand of

_____ whether a

_____ an individual.

Proforma of Performance Bank Guarantee

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

No. _____

Date _____

To:

The Regional Director
Reserve Bank of India
Estate Office, MRO
Fort, Mumbai
Mumbai-400001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for "Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai"

as per the e-Tender dated _____ and your Special Conditions of Contract and other e-Tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

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

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

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Bankers Name & Seal)

BRANCH MANAGER
(Bankers Seal)

Address -----

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)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of **earnest money in connection with his Tender**.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

The Banks' decision in this regard shall be final and binding.

3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

4. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
5. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
7. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.
9. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED
For and on behalf of above named Bank.

For and on behalf of
(Banker's Name and Seal)

Branch Manager
(Banker's seal)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s Sri having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. ...46.00 lakh..... (Rupees Forty six lakh only.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note :

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.

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

Battery manufacture details

Serial No. of battery	Date of manufacture	Whether casing is flame retardant or not?

I/we hereby agree that all the batteries have flame retardant casing and the above information is correct in all respect.

Date

Signature of tenderer with seal

Place

**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah & 144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS & 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

Un priced Schedule of Quantity

Sr. No	Description	Qty
01	Supply of 12 volts 120 Ampere Hour (Ah) capacity Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries for 2x80 KVA Delta make UPS system having 2 sets of battery bank consists of 40 batteries in each set.	80 nos.
02	Supply of 12 volts 200 Ampere Hour (Ah) capacity Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries for 2x160 KVA Vertive make UPS system having 2 sets of battery bank consists of 72 batteries in each set.	144nos
	GST @ 28% for Item No.1&2	
	Total of Item No.1&2	
03	Carefully removal of existing Quanta makes batteries and installation, testing and commissioning of new batteries mentioned in item no.1 above in combination of 2sets (each set consists of 40 nos of batteries) including providing suitable size new M.S. battery racks and replacement of existing interconnecting battery to battery lead wires by new dc wires including replacing lead wires up to battery breakers.	Job
04	Carefully removal of existing Quanta makes batteries and installation, testing and commissioning of new batteries mentioned in item no.2 above in combination of 2sets (each set consists of 72 nos batteries) including providing suitable size new M.S battery racks but using existing interconnecting lead wires	Job
	GST @ 18% for Item no 3&4	
	Total of Item no 3&4	
05	Rebate for existing old Quanta make batteries of 12V, 120 Ah, 80 nos. along with its inter connection lead wires and old MS racks etc and taking away the same	(-)Lot
06	Rebate for existing old Quanta make batteries of 12V, 200 Ah, 144 nos. along with its old MS racks etc and taking away the same	(-) Lot
	GST @ 18% for item no 5&6	
	Total of item no 5&6	
	Net Cost after Buyback (1+2+3+4)-(5+6)	

Date :
Place :

Signature of the contractor with seal



**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

e-Tender For

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V,200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

e-Tender No.: RBI/Mumbai Regional Office/Estate/15/24-25/ET/131

Part-II

Name of Tenderer: _____

Address: _____

Date of Starting of e-Tender : July 02, 2024 from 6:00 PM

Date of Pre Bid Meeting : Offline 3.00 PM on July 18, 2024

Due date and time for Submission of e-Tender: July 23, 2024 till 2:00 PM

Date of opening of Part- I of e-Tender : July 23, 2024 at 2:30 PM

Venue (for pre-bid meeting and opening of Tender): 2nd floor, Estate Office, MRO
RBI, Main Office Building, Fort, Mumbai - 400001, Maharashtra, India

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**Reserve Bank of India
Estate Office, MRO, Fort
Mumbai -400001**

Supply, Installation, testing & commissioning of 80 Nos of 12V, 120 Ah &144 Nos of 12V, 200Ah SMF batteries with FR casing for existing 2x80KVA UPS& 2X160 KVA UPS systems provided at RBI, Main Office Building, Fort Mumbai

Price Bid

SN	Description	Qty	Rate	Amount
01	Supply of 12 volts 120 Ampere Hour (Ah) capacity Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries for 2x80 KVA Delta make UPS system having 2 sets of battery bank consists of 40 batteries in each set.	80 nos.		
02	Supply of 12 volts 200 Ampere Hour (Ah) capacity Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries for 2x160 KVA Vertive make UPS system having 2 sets of battery bank consists of 72 batteries in each set.	144nos		
	GST @ 28% for Item No.1&2			
	Total of Item No.1&2			
03	Carefully removal of existing Quanta make batteries and installation, testing and commissioning of new batteries mentioned in item no.1 above in combination of 2sets (each set consists of 40 nos of batteries) including providing suitable size new M.S. battery racks and replacement of existing interconnecting battery to battery lead wires by new dc wires including replacing lead wires up to battery breakers.	Job		
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	GST @ 18% for Item no 3&4			
	Total of Item no 3&4			

05	Rebate for existing old Quanta make batteries of 12V, 120 Ah, 80 nos. along with its inter connection lead wires and old MS racks etc and taking away the same	(-)Lot		
06	Rebate for existing old Quanta make batteries of 12V, 200 Ah, 144 nos. along with its old MS racks etc and taking away the same	(-) Lot		
	GST @ 18% for item no 5&6			
	Total of item no 5&6			
	Net Cost after Buyback (1+2+3+4)-(5+6)			

Place
contractor
Date

Seal & signature of