



निविदा की अनुसूची (एसओटी)

1. ई-निविदा सं.	आरबीआई/केंद्रीय कार्यालय/परिसर विभाग/25-26/ईटी/307
2. कार्य का नाम	“भारतीय रिजर्व बैंक, फोर्ट, मुंबई स्थित केंद्रीय कार्यालय भवन में अग्निरुधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति स्थापना, परीक्षण और कमीशनिंग”
3. निविदा का माध्यम	एमएसटीसी वेबसाइट (www.mstcecommerce.com/eprocn.index.jsp) के माध्यम से ई-प्रापण प्रणाली (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - वित्तीय बोली)
4. बैंक की वेबसाइट और एमएसटीसी पोर्टल पर ई-निविदा देखने के लिए एनआईटी की उपलब्धता की तारीख	18 जुलाई 2025 दोपहर 13:00 बजे से
5. बोली पूर्व बैठक का समय एवं स्थान (ऑफलाइन)	28 जुलाई 2025 को प्रातः 11:30 बजे. (बैठक मुंबई के केंद्रीय कार्यालय भवन की 5वीं मंजिल पर सम्मेलन कक्ष में आयोजित की जाएगी। (जो प्रतिभागी बोली-पूर्व बैठक में भाग लेने के इच्छुक हैं, उनसे अनुरोध है कि वे निर्धारित स्थान तथा तारीख और समय पर उपस्थित रहें)
6. कार्य की अनुमानित लागत	₹45,50,000/- (पैंतालीस लाख पचास हजार रुपये मात्र)
7. बयाना जमा राशि (ईएमडी)	निविदा के पैरा 3.11 के अनुसार एनईएफटी/ डिमांड ड्राफ्ट/ बैंक गारंटी के रूप में ₹91,000/- (रुपये इक्यानवे हजार)। बैंक गारंटी के रूप में ईएमडी के मामले में, इसे परिसर विभाग, 5 वीं मंजिल, केंद्रीय कार्यालय भवन भारतीय रिजर्व बैंक, फोर्ट, मुंबई – 400001 में वैयक्तिक रूप से प्रस्तुत किया जा सकता है। ईएमडी के बिना प्राप्त ऐसी किसी भी बोली को गैर-प्रामाणिक माना जाएगा और निविदा प्रक्रिया में भाग लेने से खारिज कर दिया जाएगा।
8. ईएमडी के लिए डीडी और एनईएफटी जमा करने की अंतिम तिथि	06 अगस्त 2025 को 15:00 बजे तक या उससे पहले।

9. प्रतिधारण राशि	प्रतिधारण राशि @5% प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाना है जब तक कि कुल वसूली संविदा मूल्य का 5% न हो जाए। इसे कार्य पूरा होने के बाद जारी किया जाएगा।
10. निष्पादन बैंक गारंटी (पीबीजी)	संविदा राशि का 10%। वैधता : कार्य निष्पादन अवधि + 3 साल का डीएलपी + 60 दिन।
11. काम शुरू करने के लिखित आदेश की तारीख से 14वें दिन से काम पूरा करने के लिए दिया जाने वाला समय।	30 दिन
12. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली की बोली शुरू होने की तारीख https://www.mstcecommerce.com	18 जुलाई 2025 दोपहर 13:00 बजे के बाद से
13. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	06 अगस्त 2025 को 15:00 बजे
14. भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	06 अगस्त 2025 को 16:00 बजे
15. भाग-II (अर्थात वित्तीय बोली) खोलने की तिथि और समय	पात्र बोलीदाताओं को सूचित किया जाएगा।
16. लेनदेन शुल्क	एमएसटीसी भुगतान गेटवे के माध्यम से लेनदेन शुल्क का भुगतान या तो एनईएफटी/आरटीजीएस द्वारा चालान के माध्यम से या एमएसटीसी लिमिटेड के पक्ष में नेट बैंकिंग/डेबिट कार्ड/क्रेडिट कार्ड के माध्यम से ऑनलाइन भुगतान द्वारा। भुगतान प्राप्त होने पर, सिस्टम स्वचालित रूप से भुगतान को अधिकृत कर देगा। ई-प्रापण में भागीदारी के लिए शुल्क एमएसटीसी गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लिमिटेड की सलाह के अनुसार मेसर्स एमएसटीसी लिमिटेड को दिया जाएगा।



**भारतीय रिज़र्व बैंक परिसर विभाग
मुंबई**

ई-निविदा आमंत्रण सूचना

ई-एनआईटी सं: भारिबैं/केंद्रीय कार्यालय/परिसर विभाग/6/25-26/ईटी/307

(केवल एमएसटीसी ई-प्रापण पोर्टल के माध्यम से)

“भारतीय रिज़र्व बैंक, फोर्ट, मुंबई स्थित केंद्रीय कार्यालय भवन में अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति स्थापना, परीक्षण और कमीशनिंग”

1. "भारतीय रिज़र्व बैंक, फोर्ट, मुंबई स्थित केंद्रीय कार्यालय भवन में अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति स्थापना, परीक्षण और कमीशनिंग" के लिए दो भागों में ई-निविदा आमंत्रित की गई है। कार्य की अनुमानित लागत ₹45.50/- लाख है और इसे कार्य आदेश जारी होने के 14वें दिन से 30 दिनों के भीतर पूरा किया जाना है।

2. ई-निविदा फॉर्म केवल ओईएम या उसके अधिकृत डीलरों/ फर्म के लिए वैध प्राधिकरण प्रमाण पत्र के साथ बिक्री और सेवा के लिए लागू होंगे और ई-निविदा प्रक्रिया में भाग लेने के लिए पात्र होंगे।

(i) केवल ओईएम (मूल उपकरण निर्माता) या इसके अधिकृत डीलर / इंटीग्रेटर्स जिनके पास न्यूनतम 5 वर्ष का अनुभव है (यानी, आवेदक को 30 जून, 2020 को या उससे पहले काम करना चाहिए) समान कार्य करने के क्षेत्र में अर्थात बड़े कार्यालय भवनों / वाणिज्यिक परिसर / औद्योगिक घरों / आदि के लिए अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी)।

(ii) आवेदक यानी, OEM या उसके अधिकृत डीलरों / इंटीग्रेटर्स के पास एड्रेसेबल फायर अलार्म सिस्टम की स्थापना और रखरखाव से संबंधित कार्यों को करने के लिए महाराष्ट्र के फायर अथॉरिटी द्वारा जारी वैध लाइसेंस होगा।

(iii) 30 जून, 2025 को समाप्त पिछले 5 वर्षों के दौरान इसी तरह के कार्यों यानी अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी) को सफलतापूर्वक पूरा करने का अनुभव निम्नलिखित में से कोई भी होना चाहिए:

(क) तीन कार्य जिनकी लागत अनुमानित लागत के 40% के बराबर राशि से कम नहीं है

अथवा

(ख) दो कार्य, जिनकी लागत अनुमानित लागत के 50% के बराबर नहीं है, प्रत्येक कार्य

अथवा

(ग) एक कार्य जिसकी लागत अनुमानित लागत के 80% के बराबर राशि से कम न हो

और

(iv) पिछले 3 वित्तीय वर्षों के दौरान न्यूनतम वार्षिक कारोबार रु. 45.50 लाख हो

और

(v) आवेदक बैंकर द्वारा जारी सॉल्वेंसी सर्टिफिकेट/ बैंकर प्रमाण पत्र प्रस्तुत करना चाहिए, जो अनुबंध-1 दिए गए प्रोफॉर्मा के अनुसार अनुमानित लागत से कम नहीं है

और

(vi) निर्दिष्ट कार्य के लिए या तो संबंधित केंद्र में अर्थात् मुंबई या इसके उपनगरीय क्षेत्रों में पूर्ण सेवा सेटअप उपलब्ध होना चाहिए जहां बिक्री के बाद आवश्यक गुणवत्ता से सेवाएं नियमित रूप से प्रदान की जा सकती हैं।

3. निविदाकर्ताओं को ई-निविदा प्रक्रिया में भागीदारी के लिए अपनी पात्रता के बारे में बैंक को संतुष्ट करने के लिए निविदा दस्तावेजों के साथ निम्नलिखित जानकारी/दस्तावेज अनिवार्य रूप से प्रस्तुत करने चाहिए.

(क)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना का पूर्ण विवरण (चाहे ठेकेदार एक व्यक्ति, या साझेदारी फर्म, या कंपनी आदि) विवरण में भागीदार की एसोसिएशन / पावर ऑफ अटॉर्नी / अन्य प्रासंगिक दस्तावेज की प्रति के नाम (ओं) और पते (तों) के साथ अपलोड किया जाना चाहिए.
(ख)	कार्य अनुभव और निर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	अर्हक कार्यों के लिए विस्तृत कार्य आदेशों की प्रतियां जो अवार्ड की तारीख, सौंपे गए कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय आदि दर्शाती हैं और पूरा होने की वास्तविक तारीख और निष्पादित समान कार्यों के वास्तविक मूल्य को दर्शाते हुए संबंधित पूर्णता प्रमाण पत्र अर्थात् " अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी)" कार्य अनुभव के प्रमाण में संलग्न किया जाना चाहिए। किसी भी केंद्र पर भारतीय रिज़र्व बैंक के लिए कार्य करने के पिछले अनुभव, यदि कोई हो, के दस्तावेजी साक्ष्य के साथ विवरण भी अपलोड किया जाना चाहिए.
(ग)	ठेकेदार की क्रेडिट योग्यता और निर्दिष्ट अवधि के दौरान उनका कारोबार	चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित ठेकेदार के कारोबार के नवीनतम अंतिम खातों के साथ आयकर निकासी प्रमाणपत्रों/आयकर निर्धारण आदेशों की प्रतियां उनकी पिछले तीन वर्षों की साख और टर्नओवर के प्रमाण में अपलोड की जानी चाहिए.
(घ)	बैंकरों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	संपर्क कार्यपालकों (अर्थात् वे व्यक्ति जिनसे बैंक द्वारा उनके बैंकरों के कार्यालय में संपर्क किया जा सकता है, यदि आवश्यक हो) के पूर्ण विवरण जैसे नाम, डाक पते, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि

		के साथ उनके बैंकरो के नाम और पते के बारे में लिखित जानकारी अपलोड की जानी चाहिए।
(ड़)	बैंक खातों का विवरण	उनके बैंक खातों का पूर्ण विवरण, जैसे खाता सं. प्रकार, जब खोला आदि, अपलोड किया जाना चाहिए.
(च)	ग्राहकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	अपने ग्राहकों के नाम और पते के बारे में लिखित जानकारी के साथ-साथ पूर्ण विवरण, जैसे नाम, डाक पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर। आदि से संपर्क करने वाले अधिकारियों (अर्थात वे व्यक्ति जिनसे बैंक द्वारा अपने ग्राहकों के कार्यालय में संपर्क किया जा सकता है, यदि इसकी आवश्यकता हो) को अपलोड किया जाना चाहिए।
(छ)	पूर्ण किए गए कार्यों का विवरण	कार्य (कार्यों) के क्लाइंट-वार नाम, कार्य के निष्पादन का वर्ष (ओं), सौंपे गए कार्य की वास्तविक लागत और निष्पादित कार्य (कार्यों) की वास्तविक लागत, संविदा में निर्धारित समापन समय और कार्य (ओं) को पूरा करने में लिया गया वास्तविक समय, नाम (ओं) और उन अधिकारियों/प्राधिकरणों/विभागों के पूर्ण संपर्क-विवरण जिनके अधीन कार्य निष्पादित किया गया था/निष्पादित किए गए थे, अपलोड किए जाने चाहिए।
(ज)	सेवा सेट अप	मुंबई या इसके उपनगरीय क्षेत्रों में एक पूर्ण सेवा सेटअप होने के समर्थन में निर्माताओं से प्रमाण पत्र/कोई अन्य वैध दस्तावेज संलग्न किया जाना चाहिए.

4. बैंक को संतुष्ट करने में निविदाकर्ता की विफलता की स्थिति में; बैंक उनके द्वारा प्रस्तुत बोली को अस्वीकार करने का अधिकार सुरक्षित रखता है। इच्छुक बोलीदाताओं की एक पूर्व-बोली बैठक (ऑफ-लाइन मोड) **28 जुलाई 2025** को सुबह **11.30 बजे** परिसर विभाग, केंद्रीय कार्यालय भवन, भारतीय रिजर्व बैंक, फोर्ट, मुंबई में आयोजित की जाएगी। विधिवत भरे हुए निविदा दस्तावेज **06 अगस्त 2025 को दोपहर 03:00 बजे तक** एमएसटीसी साइट पर अपलोड किए जाएंगे।

5. निविदा दस्तावेज एमएसटीसी की वेबसाइट यानी www.mstcecommerce.com पर **18 जुलाई 2025** को उपलब्ध होंगे। इस ई-निविदा को एमएसटीसी वेबसाइट अर्थात www.mstcecommerce.com के माध्यम से अनिवार्य रूप से भरने/ऑनलाइन प्रस्तुत करने की आवश्यकता है। ई-टेंडर भरने और जमा करने की अंतिम तिथि **06 अगस्त 2025 को दोपहर 3:00 बजे तक** है। ई-टेंडर का पहला भाग-1 **06 अगस्त 2025** को शाम 4:00 बजे खोला जाएगा। फर्मों द्वारा ई-निविदा प्रस्तुत करने के संबंध में विस्तृत दिशा-निर्देशों का उल्लेख निविदा अनुसूची (एसओटी) के बाद **अनुबंध-1** में किया गया है। सहायक दस्तावेज के साथ ई-निविदा दस्तावेज के भाग 1 की जांच के बाद, यदि कोई फर्म आवश्यक पात्रता के अधिकारी नहीं पाई जाती है, तो उनकी ई-निविदाएं आगे की प्रक्रिया के लिए बैंक द्वारा स्वीकार नहीं की जाएंगी।

6. निर्धारित प्रपत्र में भरे हुए और हस्ताक्षरित निविदा दस्तावेज एमएसटीसी वेबसाइट पर अपलोड किए जाएंगे। निविदा के भाग-1 में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें और निविदाकर्ताओं का कवरिंग लेटर शामिल होगा। हालांकि, एनईएफटी हस्तांतरण के रूप में ₹91,000.00/- का ईएमडी (एनईएफटी के लिए बैंक विवरण: लाभार्थी का नाम: भारतीय रिजर्व बैंक, आईएफएससी: **RBIS0COD001** (बाएं से 5 वें, 9 वें और 10 वें स्थान पर संख्यात्मक शून्य); खाता संख्या **41861403873**) या मुंबई में देय भारतीय रिजर्व बैंक के पक्ष में एक डिमांड ड्राफ्ट या बैंक के मानक प्रोफार्मा में एक अनुसूचित बैंक द्वारा जारी एक अपरिवर्तनीय बैंक गारंटी जो निविदा फॉर्म में उपलब्ध है, को व्यक्तिगत रूप से प्रस्तुत करने की आवश्यकता है परिसर विभाग भारतीय रिजर्व बैंक, केंद्रीय कार्यालय भवन, शहीद भगत सिंह रोड, किला, मुंबई- 400001, 06 अगस्त 2025 को दोपहर 3:00 बजे से पहले। डिमांड ड्राफ्ट/ बैंक गारंटी सीलबंद लिफाफे में प्रस्तुत की जानी चाहिए जिस पर लिखा होना चाहिए "इंटेलिजेंट एनालॉग एट्रिसेबल फायर अलार्म सिस्टम के डीएसआईटीसी" की निविदा के लिए ईएमडी पात्र निविदाकर्ताओं के भाग-II (मूल्य बोली) को बाद की तारीख को खोला जाएगा जिसकी सूचना पात्र निविदाकर्ताओं को अग्रिम रूप से दी जाएगी।

7. आवेदकों/निविदाकर्ताओं को एमएसटीसी पोर्टल पर निम्नलिखित दस्तावेज अपलोड करने होंगे

क. निविदा में उल्लिखित सभी अनुलग्नक और प्रमाण पत्र.

ख. उपर्युक्त पैरा-3 में उल्लिखित सभी दस्तावेज.

ग. प्रस्तावित उपकरणों का निर्माण, मॉडल और तकनीकी डेटा जैसा कि खंड-VII में दर्शाया गया है,

घ. अनुभाग-VIII, IX जैसा कि निविदा में उल्लेख किया गया है.,

ड. एट्रिसेबल फायर अलार्म सिस्टम की स्थापना और रखरखाव से संबंधित कार्यों को करने के लिए महाराष्ट्र के फायर अथॉरिटी द्वारा जारी वैध लाइसेंस।

8. ग्राहक का प्रमाण पत्र केवल तभी स्वीकार किया जाएगा जब वह किसी सरकारी/अर्धसरकारी संगठन या पीएसयू के संबंध में कार्यकारी अभियंता/अधीक्षक अभियंता या समकक्ष रैंक के किसी अधिकारी द्वारा हस्ताक्षरित हो और केवल तभी स्वीकार किया जाए जब ठेकेदार द्वारा उसके द्वारा किए गए कार्य के लिए प्राप्त भुगतान के पर्याप्त प्रमाण द्वारा समर्थित हो। निजी संगठनों द्वारा जारी ग्राहक का प्रमाण पत्र भी स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र के साथ होगा। उपर्युक्त प्रमाण-पत्रों के बिना प्राप्त आवेदन/निविदाएं अस्वीकृत की जाएं। बैंक को इन प्रमाणपत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा।

9. बैंक ई-निविदाओं की मूल्य बोली के मूल्यांकन से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी निविदाकर्ता के पास किसी भी समय ई-निविदा प्रक्रिया में भाग लेने के लिए अपेक्षित पात्रता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकों से प्राप्त उसकी प्रदर्शन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक ई-निविदा का भाग-I खोले जाने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है और उसकी ईएमडी उसे वापस कर दी जाएगी। बैंक ऐसा करने के लिए कोई कारण बताने के लिए बाध्य नहीं है।

10. भविष्य में जारी किए गए निविदा में कोई संशोधन/शुद्धिपत्र, यदि कोई हो, केवल आरबीआई की वेबसाइट और एमएसटीसी वेबसाइट पर ही अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है।

11. इस निविदा के जवाब में प्रस्तुत सभी जानकारी भारतीय रिजर्व बैंक की संपत्ति होगी और यह मुफ्त होगी।

12. बैंक न्यूनतम ई-निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी ई-निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी ई-निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

13. निविदा प्रस्तुत करने से पहले, निविदाकर्ताओं से अनुरोध है कि वे साइट का दौरा करें और निविदा में निर्धारित समय सीमा के भीतर परियोजना को पूरा करने के लिए कुशल जनशक्ति, लागत आदि की भागीदारी के संबंध में योजना बनाएं।

स्थान: मुंबई
दिनांक: 18 जुलाई 2025

प्रभारी मुख्य महाप्रबंधक
परिसर विभाग
भारतीय रिजर्व बैंक
केंद्रीय कार्यालय भवन
मुंबई

RESERVE BANK OF INDIA
Premises Department
Mumbai

Notice inviting e-Tender

e-NIT no: **RBI/Central Office/Premises Department/6/25-26/ET/307**

(Only through MSTC e-procurement portal)

Supply, Installation, Testing and Commissioning (SITC) of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame Retardant Casing at Reserve Bank of India, Central Office Building at Fort, Mumbai

1. e-Tender in two parts is invited for “**SITC of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai**”. The estimated cost of the work is ₹45.50/- Lakh and is to be completed within 30 days from the 14th day of award of work.

2. The e-tender forms will be applicable only to the OEM or its authorized dealers / firm for sales and service with valid authorization certificate having the following qualification and will be eligible to participate in the e-tendering process.

- (i) Only the OEM (Original Equipment Manufacturer) or its authorized dealers / firm for sales and service with valid authorization certificate having minimum 5 years of experience (i.e., applicant should have undertaken works on or before June 30, 2020) in the field of undertaking similar work i.e., " Supply, Installation, Testing and Commissioning (SITC) of Sealed Maintenance Free (SMF) VRLA Battery" for large office buildings / commercial premises / industrial houses / etc.
- (ii) Experience of having successfully completed similar works i.e., “SITC of Sealed Maintenance Free (SMF) VRLA Battery” during last 5 years ending June 30, 2025 should be either of the following:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
 - Or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
 - Or
 - (c) One work costing not less than the amount equal to 80% of the estimated cost
 - And
- (iv) Have a minimum annual turnover of Rs. 45.50 lakh during the last 3 financial years
- And
- (v) Should furnish solvency certificate / Banker certificate issued by the applicant Banker for an amount not less the estimated cost **as per the pro forma given Annexure-I**

And

(vi) Full-fledged service setup should be available for the specified job either at the concerned center i.e., at Mumbai or its suburban areas where from required quality after sales services can be regularly provided.

3. The Tenderers should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-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 details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works 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 i.e., "SITC of Sealed Maintenance Free (SMF) VRLA Battery" should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be uploaded.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(d)	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 uploaded.
(e)	Details of bank accounts	Full particulars of their Bank accounts, like account no. type, when opened etc., should be uploaded.
(f)	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 uploaded.

(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 uploaded.
(h)	Service set up	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at Mumbai or its suburban areas should be enclosed.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them. A pre-bid meeting (off-line mode) of the intending bidders will be held on **July 28, 2025 at 11.30 AM** in Premises department, Central Office Building, Reserve Bank of India, Fort, Mumbai. The duly filled in tender documents shall be uploaded on MSTC site till **03:00 PM on August 06, 2025**.

5. Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on **July 18, 2025**. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is by **3:00 p.m. on August 06, 2025**. Part I of the e-Tender will be opened at 4:00 PM **on August 06, 2025**. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in Annexure-1 following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Filled and signed tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work. However, an EMD of **₹ 91,000.00 /-** in the form of NEFT transfer (**The bank details for NEFT:** Beneficiary name: Reserve Bank of India, IFSC: **RBIS0COD001** (Numeric Zero at 5th, 9th and 10th place from left) ; A/c no. **41861403873**) or a demand draft favoring Reserve Bank of India payable at Mumbai or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person to Premises Dept. Reserve Bank of India, Central Office Building, Shahid Bhagat Singh road, Fort, Mumbai- 400001, before 3:00 p.m. on August 06, 2025. Demand draft/Bank Guarantee should be submitted in sealed cover super scribed "EMD for tender of "SITC of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai" Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the eligible tenderers in advance.

7. The applicants/tenderers have to upload the following documents on MSTC portal

- All annexures and certificate mentioned in the tender.
- All the documents mentioned in para-3 above.
- Make, model and technical data of offered equipment as indicated in Section-VII
- Section-VIII, IX as mentioned in the tender.
- Valid authorization certificate issued by the OEM for sales and service.

8. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government

organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

9. The Bank shall evaluate the said reports before evaluation of price bid of the e- Tenders. If any Tenderer is not found to possess the required eligibility for participating in the e-Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e- Tender and his EMD shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

10. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

11. All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free.

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

13. Before submission of tender, tenderers are requested to visit site and plan accordingly as regard involvement of efficient manpower, cost etc. to complete the work in all respect within the timeframe as stipulated in the tender.

Place: Mumbai

Date: July 18, 2025

Chief General Manager - in - charge
Premises Department
Reserve Bank of India
Central office Building
Mumbai



निविदा की अनुसूची (एसओटी)

1. ई-निविदा सं.	आरबीआई/केंद्रीय कार्यालय/ परिसर विभाग/25-26/ईटी/307
2. कार्य का नाम	“भारतीय रिजर्व बैंक, फोर्ट, मुंबई स्थित केंद्रीय कार्यालय भवन में अग्निरुधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति स्थापना, परीक्षण और कमीशनिंग”
3. निविदा का माध्यम	एमएसटीसी वेबसाइट (www.mstcecommerce.com/eprocindex.jsp) के माध्यम से ई-प्रापण प्रणाली (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - वित्तीय बोली)
4. बैंक की वेबसाइट और एमएसटीसी पोर्टल पर ई-निविदा देखने के लिए एनआईटी की उपलब्धता की तारीख	18 जुलाई 2025 दोपहर 13:00 बजे से
5. बोली पूर्व बैठक का समय एवं स्थान (ऑफलाइन)	28 जुलाई 2025 को प्रातः 11:30 बजे. (बैठक मुंबई के केंद्रीय कार्यालय भवन की 5वीं मंजिल पर सम्मेलन कक्ष में आयोजित की जाएगी। (जो प्रतिभागी बोली-पूर्व बैठक में भाग लेने के इच्छुक हैं, उनसे अनुरोध है कि वे निर्धारित स्थान तथा तारीख और समय पर उपस्थित रहें)
6. कार्य की अनुमानित लागत	₹45,50,000/- (पैंतालीस लाख पचास हजार रुपये मात्र)
7. बयाना जमा राशि (ईएमडी)	निविदा के पैरा 3.11 के अनुसार एनईएफटी/ डिमांड ड्राफ्ट/ बैंक गारंटी के रूप में ₹91,000/- (रुपये इक्यानवे हजार)। बैंक गारंटी के रूप में ईएमडी के मामले में, इसे परिसर विभाग, 5 वीं मंजिल, केंद्रीय कार्यालय भवन भारतीय रिजर्व बैंक, फोर्ट, मुंबई – 400001 में वैयक्तिक रूप से प्रस्तुत किया जा सकता है। ईएमडी के बिना प्राप्त ऐसी किसी भी बोली को गैर-प्रामाणिक माना जाएगा और निविदा प्रक्रिया में भाग लेने से खारिज कर दिया जाएगा।

8. ईएमडी के लिए डीडी और एनईएफटी जमा करने की अंतिम तिथि	06 अगस्त 2025 को 15:00 बजे तक या उससे पहले।
9. प्रतिधारण राशि	प्रतिधारण राशि @5% प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाना है जब तक कि कुल वसूली संविदा मूल्य का 5% न हो जाए। इसे कार्य पूरा होने के बाद जारी किया जाएगा।
10. निष्पादन बैंक गारंटी (पीबीजी)	संविदा राशि का 10%। वैधता : कार्य निष्पादन अवधि + 3 साल का डीएलपी + 60 दिन।
11. काम शुरू करने के लिखित आदेश की तारीख से 14वें दिन से काम पूरा करने के लिए दिया जाने वाला समय।	30 दिन
12. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली की बोली शुरू होने की तारीख https://www.mstcecommerce.com	18 जुलाई 2025 दोपहर 13:00 बजे के बाद से
13. तकनीकी-वाणिज्यिक बोली और वित्तीय बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	06 अगस्त 2025 को 15:00 बजे
14. भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	06 अगस्त 2025 को 16:00 बजे
15. भाग-II (अर्थात वित्तीय बोली) खोलने की तिथि और समय	पात्र बोलीदाताओं को सूचित किया जाएगा।
16. लेनदेन शुल्क	एमएसटीसी भुगतान गेटवे के माध्यम से लेनदेन शुल्क का भुगतान या तो एनईएफटी/आरटीजीएस द्वारा चालान के माध्यम से या एमएसटीसी लिमिटेड के पक्ष में नेट बैंकिंग/डेबिट कार्ड/क्रेडिट कार्ड के माध्यम से ऑनलाइन भुगतान द्वारा। भुगतान प्राप्त होने पर, सिस्टम स्वचालित रूप से भुगतान को अधिकृत कर देगा। ई-प्रापण में भागीदारी के लिए शुल्क एमएसटीसी गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लिमिटेड की सलाह के अनुसार मेसर्स एमएसटीसी लिमिटेड को दिया जाएगा।

SCHEDULE OF TENDER (SOT)

1. e-Tender No.	RBI/Central Office/Premises Department/6/25-26/ET/307
2. Name of the Work:	“Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.”
3. Mode of Tender:	e-Procurement System (Part I – Techno- Commercial Bid and Part II - Financial Bid) through MSTC website (www.mstcecommerce.com/eprocindex.jsp)
4. Date of NIT available in MSTC portal and Bank’s website for viewing of e-Tender	July 18, 2025 from 13:00 Hrs. onwards
5. Date and Time of the Pre-Bid Meeting (offline)	July 28, 2025 at 11:30 Hrs.. (The meeting shall be held at conference Room on 5 th floor Central Office Building Mumbai. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)
6. Estimated cost of the work:	₹45,50,000/- (Rupees: Forty-Five Lakh Fifty thousand Only)
7. Earnest Money Deposit (EMD)	₹91,000/- (Rupees ninety one thousand only) in the form of NEFT/ Demand Draft/ Bank Guarantee as per para 3.11 of the tender. In case of EMD in the form of DD / Bank Guarantee, same may be submitted in person at Premises Department, 5th Floor, Central Office Building Reserve Bank of India, Fort, Mumbai – 400001. Any such bid received without EMD shall be treated as non bona fide and shall be rejected from participating in the tender process.
8. Last date of submission of DD and NEFT for EMD	On or before of August 06, 2025, upto 15:00 Hrs.
9. Retention Money	5 % of Contract amount, i.e. Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value. This will be released after completion of work.
10. Performance Bank Guarantee (PBG)	10 % of Contract amount. validity: work execution period + DLP of 3 year + 60 days.
11. Time allowed for completion of the works from 14th day from the date of written order to commence work.	30 days
12. Bidding start date of Techno-commercial Bid and Financial Bid at http://www.mstcecommerce.com/eprocindex.jsp	July 18, 2025 from 13:00 Hrs. onwards
13. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	August 06, 2025 upto 15:00 Hrs.

14. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	August 06, 2025 at 16:00 Hrs.
15. Date & Time of opening of Part-II (i.e. Financial Bid)	Will be intimated to the eligible bidders.
16. Transaction fee	<p>Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favor of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment.</p> <p>Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.</p>

Annexure-1

Important instructions for e-procurement of MSTC Portal

Bidders are requested to read and understand the terms & conditions of this tender before submitting their online e-tender.

Process of e-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor shall possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding. The e-mail and Mobile number shall be OTP verified. Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form. The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding. In case of any clarification, please contact MSTC/RBI, Premises Department, CO, Mumbai (before the scheduled time of the e- tender).

B) Contact Persons (RBI - During Office Hours only):

1. Mr. Nagarjuna Ratnala Assistant Manager (Tech- Electrical) nratnala@rbi.org.in Phone: 022-22602121/82399-99157	2. Mr. H. Rahaman, AGM (Tech) hrahaman@rbi.org.in , Phone: 022-22602505 / 8763528236
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Contact person (MSTC Ltd):

- Name: Shri Manas Mallick, Senior Manager (MSTC-WRO)
Email: manas@mstcindia.co.in
Mobile no.: 9831108435.
- HO Central Help Desk:**
Phone Number: 07969066600
helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)
Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

C) System Requirements:

1. Windows 7 or above Operating System
2. Please note that following settings are required for use of MSTC E-procurement Portal (shown below), which the portal itself guides the user to do, upon opening the page. Once the settings are done, user (Buyer/Seller/Admin) can access the portal without any issue. System Requirement:
 - a. Windows 7 or above Operating System
 - b. Microsoft Edge/Chrome/Mozilla Firefox
 - c. Signing & encryption type class III digital signature
 - d. Java 1.8 or above
 - e. Local system admin rights a. Note: do not run as “run as administrator”. b. Must not ask for any username or password while installation
 - f. On opening URL <https://www.mstcecommerce.com/eprocn/>, system will check for settings and prompt user for action to correct the settings.
 - g. PKI application 32 bit to be installed if you have 32-bit java installed or PKI application 64 bit to be installed if you have 64 bit java installed.
 - h. Once all the settings are done, the system check dialog box will disappear and user can login to the portal.

D) Bidding in e-tender:

- a) The process involves Electronic Bidding for submission of Bid.
- b) The bidder(s) can submit their Bid through internet in MSTC Website <https://www.mstcecommerce.com/eprocn/>.
- c) The NIT/ Documents shall be available for download in the event catalogue available under ‘Event Details’ of the Event.
- d) Please follow the guides for Registration available in the link https://www.mstcecommerce.com/eprocn/admin/registration/vendor_registration.jsp#ste p-1 and other guides ‘Subscription’, ‘Payment’, ‘Bidding’, ‘View/ Download Reports’ and ‘Upload encryption public key’ ‘Uploading encryption public key’ and ‘Bidding’ under ‘Download Guides’ available in the Dashboard before proceeding to submit bid.
- e) The bidders may upload the bidding related documents in the link ‘My Documents’. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- f) In order to submit bid, a vendor has to go to ‘Events’ from the menu and select ‘Bid Floor’. The vendor has to select the buyer ‘Buyer’ from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit ‘Event wise bid details’ that may consist of ‘PQR’/‘Common Terms’ / ‘Document Attach’. A vendor has to save the PQR/Common Terms / attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in ‘Event specific bid status’ and the ‘Item specific bid’ button appears on the bid floor. Thereafter vendor has to save lot specific technical bid/ price bid. A vendor has to click button under ‘Technical Cover’ in order to save the technical bid for specific lots. Once the technical bid is saved, the ‘Price Cover’ button appears on the screen for respective

lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

- g) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
- j) 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 Buyer will form a binding contract between Buyer and the Bidder.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- n) 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.
- o) Payment of Applicable Transaction Fee should be paid in favour of MSTC Limited through the "Transaction fee Payment" link available in your login. NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- p) Bidder(s) are advised to make remittance of tender fee and EMD if any to Premises Department, CO, Reserve Bank of India, Mumbai as advised in the NIT.
- q) All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by 'Buyer'. Hence the bidders are required to ensure that their official email ID 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 DSCs (Digital Signature Certificates).
- r) There is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders only.

- s) 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.
- t) E-Tender cannot be accessed after the due date and time mentioned in NIT.
- u) Bidder(s) need to deposit/submit necessary EMD and Transaction fee separately for the e-Tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Premises Department, CO, RBI, Mumbai after award of work. EMD of the successful bidder will be refunded after receipt of Security Deposit for the same.
- v) The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in MSTC website <https://www.mstcecommerce.com/eprocn>.
- w) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- x) No deviation to the terms & conditions are allowed.
- y) Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- z) The online tender should be submitted strictly as per the terms and conditions and procedures laid down on the website <https://www.mstcecommerce.com/eprocn> of MSTC Ltd.
- aa) The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- bb) The bid will be evaluated based on the filled-in Price bid formats.
- cc) Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this Tender before submitting your online Tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.



Reserve Bank of India

e-Tender for

Supply, Installation, Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai

Part -I

Name of Bidder: _____

Address: _____

Date of Pre-Bid Meeting : July 28, 2025 at 11:30 A.M.

Due date and time for Submission of e-Tender: Upto 03:00 PM of August 06, 2025

Date of opening of Part- I of e-Tender : August 06, 2025 at 04:00 P.M.

Venue : Premises Department, Mumbai

Premises Department
Reserve Bank of India, 5th floor, Central Office Building, Shahid Bhagat Singh road,
Mumbai- 400001

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अस्वीकरण

भारतीय रिज़र्व बैंक, केन्द्रीय कार्यालय, परिसर विभाग, ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्ति या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Disclaimer

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

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

भाग I
निविदा फॉर्म

प्रति ,

स्थान : _____

तारीख : _____

श्रीमती के. निखिला
प्रभारी मुख्य महाप्रबंधक
भारतीय रिजर्व बैंक
केंद्रीय कार्यालय भवन
परिसर विभाग
मुंबई - 400001

महोदया,

हमने निर्दिष्ट ज्ञापन में उल्लिखित कार्यों से संबंधित विनिर्देशों, डिजाइन और मात्रा की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्दिष्ट कार्यों की स्थापना साइट का दौरा करने तथा जांच करने और कोटेशन को प्रभावित करने वाली उससे संबंधित आवश्यक जानकारी प्राप्त करने के बाद, हम उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय के भीतर, मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और करार की शर्तों में लिखित रूप में दिए गए विनिर्देशों, डिजाइन और मात्रा की अनुसूची, निविदाकर्ता को सामान्य निर्देश और विशेष शर्तों, इसके पहले संदर्भित शर्तों, विनिर्देशों, डेटा शीट और मात्रा की अनुसूची, इसके लिये उपलब्ध करायी गयी सामग्री के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहां तक वे लागू हों, के अनुसार उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखते हैं।

ज्ञापन

(क)	कार्य का ब्योरा	भारतीय रिजर्व बैंक, फोर्ट, मुंबई स्थित केंद्रीय कार्यालय भवन में अग्निरोधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ) वाल्व विनियमित लेड-एसिड (वीआरएलए) बैटरी की आपूर्ति स्थापना, परीक्षण और कमीशनिंग
(ख)	अनुमानित लागत	रु. 45.50 लाख/-
(ग)	भुगतान की शर्तें	खंड 3.12 के अनुसार ठेकेदारों को सामान्य अनुदेश और विशेष शर्तें
(घ)	बयाना जमा राशि	Rs. 91,000/-
(ङ)	प्रतिधारण राशि	प्रतिधारण राशि @5% प्रत्येक ऑन-अकाउंट बिल से तब तक वसूल किया जाना है जब तक कि कुल वसूली संविदा मूल्य का 5% न हो जाए।। इसे कार्य पूरा होने के बाद जारी किया जाएगा।
(च)	निष्पादन बैंक गारंटी	संविदा मूल्य का 10%
(छ)	कार्य आदेश जारी होने के 14 वें दिन से कार्य पूरा करने के लिए अनुमत समय।	30 दिन

1. हम इससे भी सहमत हैं कि हमारी, के भाग I को खोलने की तारीख से 90 दिनों के लिए बैंक द्वारा स्वीकृति के लिए वैध रहेगा और वैधता की यह अवधि उस अवधि के लिए बढ़ाई जा सकती है जो बैंक और हमारे बीच लिखित रूप में पारस्परिक रूप से सहमत हो।

2. यदि इस ई- को स्वीकार किया जाता है, तो मैं/हम एतद्वारा ई- के सभी नियमों और शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं और इसमें चूक की स्थिति में, आपको या आपके उत्तराधिकारियों, या समनुदेशिनी या नामांकित व्यक्तियों को ऐसी रकम का भुगतान करने के लिए सहमत हूँ/हैं जो संविदा की लिखित स्वीकृति के साथ ई-निविदा में निहित शर्तों में निर्धारित हैं।

3. मैं/ हम समझते हैं कि आप किसी भी या सभी ई- को पूर्ण या आंशिक रूप से बिना कोई कारण बताए स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं। हमने भारतीय रिज़र्व बैंक के पास बयाना राशि के रूप में ₹1.94,000/- की राशि जमा की है, जिस राशि पर कोई ब्याज देय नहीं है। यदि हम संविदा अनुबंध को निष्पादित करने के लिए बुलाए जाने पर इसमें विफल रहते हैं, तो मैं/ हम राशि जब्त किये जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ/हैं।

4. प्रस्तुत निविदा केवल एमएसटीसी पोर्टल के ई-प्रापण के माध्यम से होगा।

2025 के की दिन की तारीख

के लिए और की ओर से

.....

(मुहर के साथ हस्ताक्षर)

नाम पदनाम

स्थान तारीख

(उपरोक्त हस्ताक्षरकर्ता के पावर ऑफ अटॉर्नी की प्रमाणित सत्य प्रति एमएसटीसी पोर्टल में अपलोड की जानी चाहिए)

साक्षी

(1) हस्ताक्षर

नाम, पता, और तारीख

.....

.....

(2) हस्ताक्षर

नाम, पता, और तारीख

.....

.....

**SECTION- I:
Form of e-Tender**

Place: _____

Date: _____

To,

The Chief General Manager – in - Charge

Reserve Bank of India

Central office Building

Premises Department,

Mumbai-40001

Madam,

We have carefully examined the specifications 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 e-Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the Bidders 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 and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai
(b)	Estimated cost	Rs. 45.50 lakh
(c)	Terms of payment	As per clause 3.12 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 91,000/-
(e)	Retention Money	Retention Money @ 5% is to be recovered from

		each on-account bill till the total recovery amounts to 5% of the contract value. The same will be released after completion of work.
(f)	Performance Bank Guarantee (PBG)	10 % of Contract value.
(g)	Time allowed for completion of work from 14 th day from the date of work order.	30 days

1. We also agree that our Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

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

3. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have not deposited any earnest money with the Reserve Bank of India. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The Tender submitted will be only through e-procurement of MSTC Portal.

Dated this _____ day of _____ 2025.

For and on behalf of M/s _____

(Signature with seal)

Name _____ Designation _____

Place _____ Date _____

(Certified true copy of the Power of Attorney of the above signatory should be uploaded in MSTC portal).

Witnesses

(1) Signature with

Name, address and date

(2) Signature with

Name, address and date

SECTION-II
Articles of Agreement

ARTICLES OF AGREEMENT made 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 and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon 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

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions, execute and complete the work described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said conditions hereinbefore mentioned, the DGM of COBM cell shall act on behalf of the Employer.
4. The said Conditions, and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this contract.
6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs.----- inclusive of GST amount to be paid for

according to actual measured quantities at the rates contained in the Schedule of work and Probable quantities or as provided in the said Conditions.

7. The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.
8. 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 without prejudice to this contract.
9. Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from the 14th day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 30 days subject nevertheless to the provisions for extensions of time.
10. All payments by the Employer under this contract will be made only at Mumbai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts at Mumbai shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

13. Non-Disclosure Clause: -

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

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

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

14. Prevention of Sexual Harassment clause: -

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

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

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

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

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

15. **Force Majeure** (applicable during the currency of the completion period and subsequent committed DLP period) :-If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

16. **Performance Bank Guarantee (PBG)** as security deposit : -

We shall furnish an amount equal to 10% (Ten percent) of the Contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract + DLP of 3 years + 60 days for due fulfilment of the Contractual obligations by the contractor.

17. **Penalty:** If the fault during DLP (i.e., 3 years from handing over the work to the Bank) is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 1500/- per day will be levied and shall be payable by the

contractor on demand or shall be recovered from any dues payable by the Bank to the contractor, subject to maximum of 10% of the Contract amount.

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

If the Contractor is a partnership or an individual

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

Signatures (If the contractor is Company.)
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri
(name and designation)
in the presence of Witnesses
(1) Address
(2) Address
If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____ (name and designation)
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

(1) _____

(2) _____

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

SECTION- III

General Instructions to Bidders and Special Conditions

3.0 Online Submission of e-Tender: -

The e-Tender shall be submitted through online. The e-Tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts. Part II does not contain any terms and conditions and shall be submitted through online. Part I of e-Tenders will be opened at 16:00 hrs on August 06, 2025. Part II of the e-Tenders will be opened on a subsequent date under intimation to all eligible the bidders. Telegraphic, Fax and e- mail Tenders will not be accepted. All copies of the Tenders should be duly signed and complete in all respects. Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the Bidders signature.

3.1 Bidders are advised to use only the forms (i.e., Tender document) available on the website. Each page of the forms shall be signed and uploaded. Bidders are advised to submit Tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

3.2 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The Tender should be uploaded and submit online within the stipulated time / date i.e., upto 15:00 Hrs. of August 06, 2025.

3.3 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced Tender consisting of complete technical specification including documents and commercial terms and conditions technical aspects of the Tender such as equipment data sheets, makes of materials, technical description.

Part I of the e-Tender as submitted in online shall contain the following: -

- i) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the Tender documents.
- ii) Any other technical information the Bidder wishes to furnish.
- iii) List of deviations, if any, in commercial terms and conditions.
- iv) List of deviations, if any, in technical specification.
- v) **Detailed specifications** of the offered items matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure etc. If there are some

variations in specifications and dimensions of the equipment's / products as contained under the manufacturer's catalogue / product brochures Vis-a via those given under the specifications contained under this e-Tender document, the specifications and dimensions given in this e-Tender document shall prevail.

- vi) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities / features shall also be attached while submitting the technical bid.
- vii) Technical data sheet as given under Section-VII shall be filled up giving full information.
- viii) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- ix) Valid authorization certificate issued by the OEM for sales and service.
- x) Certificate from the OEM that offered Battery having FR casing (V2 / V0 class for safety) .

3.4.2 The Bidders are advised to visit the site of installation and acquaint themselves of the site conditions before submitting the Tender.

3.4.3 The Bidders are advised to upload the Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the Tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.4 The Bidders shall upload full details of the patent, trade-mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.4.5 All information, correspondence letters shall be submitted in duplicate and addressed to CGM-in-Charge, Reserve Bank of India, Premises Department, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001.

3.5 **Part II -Price bid:** - Part II containing price bid.

(a) This part shall contain prices in Indian Rupees only as per format (Part II) given in the e-Tender. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the Tender will not be taken into account and will be treated as null and void.

(b) Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the part II Tender will be entertained.

(c) The rates quoted shall be deemed to be for the finished work i.e charges for all materials, labour, insurance, transportation etc. and **excluding GST** and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank. **However, GST shall be quoted in**

respective rows for each item.

(d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived based on quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

e-Tender briefing meeting of the intending Bidders will be held at 11:30 Hrs. on July 28, 2025 to clarify any point/doubt raised by them in respect of the Tender at Conference room, 5th floor, Premises Department, Central Office Building, RBI, Shahid Bhagat Singh Road, Mumbai. No separate communication will be sent for this meeting. All the intending Bidders are advised to attend the meeting and study the Tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the Tender, before quoting their rates. They may also indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the Bidders will be advised suitably. The Bidders are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's Tender conditions/specifications in their technical (Part I) and Price bids (Part II). No queries will be accepted after pre-bid meeting.

3.7 Opening of e-Tender: -

Part-I of the e-Tenders will be opened on August 06, 2025 at 16.00 hrs IST through system. Price bid (Part II) of only such of those Bidders who are found eligible after scrutiny of their Part –I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Bidders.

3.8 Scope of Work: -

The scope of work shall include the followings.

- a) Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai for existing a) 2 x 120 KVA UPS b) 2 X 120 KVA UPS
- b) Delivery of all the batteries (as per specification) including all accessories / spares to Bank's site at Mumbai including packing, handling, transporting, loading/unloading at site in Mumbai.
- c) Erection, commission, testing & handling the same to Bank by providing new nut / bolts etc.
- d) Providing all-inclusive complete replacement of faulty / weak battery failing IR Testing etc. during DLP of Three years. Frequency of IR testing as per manufacturer guideline.
- e) Dismantling, removal, stacking and taking away of the existing batteries comes from this job under buyback scheme.
- g) The Tenderer shall carefully check the specifications and shall satisfy himself that the batteries offered is as per the Bank's Technical Specifications.

3.9 Validity of e-Tender: -

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

3.10 Lowest e-Tender not necessarily to be accepted: -

- a) The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.
- b) The Bidder whose e-Tender is not accepted shall not be entitled to claim any costs, charges, damages, and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the Tender

3.11 Earnest Money & Security Deposit : -

3.11.1 All Tenderers shall deposit Earnest Money of Rs. 91,000/- through NEFT/BG/DD, details of NEFT: Beneficiary name: Reserve Bank of India, IFSC: **RBIS0COD001** (Numeric Zero at 5th, 9th and 10th place from left) ; A/c no. **41861403873**. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. **Please mention your company name in NEFT transaction remarks.** The Earnest Money Deposit (EMD) is also acceptable in DD and Bank Guarantee in the form prescribed by the Bank in Annex. Bank Guarantee / DD in lieu of Earnest money shall be submitted in person to Premises Department., 5th floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400001 on or before 3:00 p.m. on August 06, 2025.

The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

The EMD of successful tenderer shall be released on acceptance of the tender **and** on production of a new Bank Guarantee called “**Performance Bank Guarantee (PBG)**” from any scheduled bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the Contract.

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 fourteen 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.

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the commercial bid. b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

3.11.2 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.11.3 Performance Bank Guarantee (PBG) as security deposit: -

On award of the work, the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract + DLP of 3 years + 60 days for due fulfilment of the Contractual obligations by the contractor. Such Performance Bank Guarantee (PBG) should be submitted to the Bank **within 15 days** of the issue of work order.

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

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

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

3.12 Terms / mode of Payment: -

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The payment will be made as follows:

- 1) 60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:
 - a) Manufacturer's Inspection and Test Certificates
 - b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - c) Policies of insurance covering all the risk as mentioned at para 3.14.
- 2) Balance 40% of the quoted rates after erection, testing, commissioning, and handing over of the entire system and submission of PBG as per clause 3.11.3

3.13 Taxes: -

The rates should be quoted **exclusive of GST**. However, the bidders shall **quote applicable GST in respective rows for each item of price bid**, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.14 Insurance: -

The contractor shall, within 14 days from the date of award of Work Order, ensure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so ensure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

- Contractors all risk (CAR) insurance inclusive of transit, Storage, installation, testing and commissioning policy for the full contract value.
- Workmen compensation policy.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per person per accident

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

3.15 Completion Period: -

3.15.1 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 of issue of the letter of acceptance of Tender. The work shall throughout the stipulated period of the contract be proceeded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

3.15.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

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

3.16 Signing of Contract Agreement: -

a) The General instructions to the Bidders and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Bidder, and the work order placed shall be the basis of the final contract to be entered into with the successful Bidder.

b) The Bidder shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

c) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the Tender may be rejected.

d) On receipt of intimation from the Bank of the acceptance of his/their Tender, the successful Bidder shall be bound to implement the Contract and **within fourteen days** thereof, the successful Bidder shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so Tender in whether such contract is or is not subsequently executed.

The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.17 Sufficiency of Schedule of Quantities: -

3.17.1 The Contractor shall be deemed to have satisfied himself before bidding 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.

3.17.2 The quantities in the schedule of quantities approximately indicate the total extent of work, however, it may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.18 Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

3.19 Right to Accept Part Tender

The Bank reserves the right to accept the Tender either in whole or in part at the same prices quoted by the Bidder.

3.20 Liquidated damages (LD) for non-completion of work : If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.21 Warranty / Defects Liability Period (DLP):-

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

3.22 Import License

Import License if required will be obtained by the Bidder. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the Bidder.

3.24 Adherence to Specifications

The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer nominal changes must be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.25 Acquaintance with the site of work

The Bidder must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering a contract and must examine, 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 appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.26 Schedule of quantities

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions, or additions at the discretion of the Employer. Each Tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled to show the aggregate value of the entire Tender.

3.27 Not entitled for any compensation.

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

3.28 Bound to carry all items of the work

The successful Bidder is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

3.29 Application of Minimum wages/ gratuity/ Contract Labour Act to the workmen: - The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

3.30 Labour License: - The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

3.31 The successful Bidder must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.32 Provision of Rule 144(Xi) of the GFR 2017:

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the public procurement orders issued in furtherance thereto, and their subsequent revision shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in Annexure-L.

If this Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her its tender / work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

3.23 Evaluation of e-Tender :

Tenders will be evaluated based on lowest quote as per formula given below.

Total cost of ownership (TCO) = Net Capital Cost (i.e. Cost of new equipment's – buyback value of old equipments)

3.24 Right to Accept Part Tender:

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

Place :

Date :

Signature and seal of the tenderer.

SAFETY CODE

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be Maintained in a readily accessible place.
2. The 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 not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Every opening in the floor of a building or 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 meter.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, 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.

Place:

Date:

Seal & Signature of the Bidder.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the Centrals when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Seal & Signature of the Bidder.

SECTION-IV

The Conditions Hereinafter Referred To

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

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

rates or prices so arrived at.

- h) "The works" Shall mean Tender for Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

- 3.** The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.
- 4.** The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities

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

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

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works:** The Employer, shall at all reasonable times, have free access to the

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

- 11. Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

- 12. Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

- 13.** No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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

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

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

matters and things necessary for the proper completion of the works.

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

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

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

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

17. Prices for extra: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remain ing items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.

(c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be

allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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 21 hereof.

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

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

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

20. Defects after virtual completion : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period i.e., 3 years after handing over the battery bank to the Bank" stated in the Appendix hereto, or, if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the

passing of any accounts by the Employer.

21. Certificate of virtual completion and defects liability period: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

22. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub- contractors employed by the contractor and are herein referred to as nominated sub- contractors.

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

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

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

24. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any

expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and Maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and Maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during currency of the Contract.

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

The contractor shall, within 14 days from the date of award of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor**

shall deposit the policy and receipts for the premium with the employer within 14 days from the date of award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

- 25. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
- 26. Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
- 27. Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
- 28. Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

29. Termination of Contract by the Employer: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so

determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

30. Termination of Contract by Contractor: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

31. Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

32. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4, 5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 33 hereof in the same way in all respects (including the provisions as to opening the reference).

33. Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be

made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

34. Employer entitled to cover compensation paid to workman

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

35. Abandonment of works

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

36. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

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

38. Non-Disclosure Clause

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

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

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

39. Prevention of Sexual Harassment clause

- (a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

40. Force Majeure (applicable during the currency of the completion period and subsequent committed DLP and CAMSC period) :- If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike,

government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

41. Debarment of firms from bidding: A firm/ bidder may be debarred from the bidding/ participation in tender, on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - (c) any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with on intent to gain unfair advantage in the procurement process or for personal gain
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract.
 - (i) failed to disclose conflict of interest.
 - (j) failed to disclose any previous transgressions made in respect of the provisions of sub clause (1) with any public institution/entity in India or any other country during the last three years or of being debarred by any public procuring institution/entity.
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
3. If the bidder has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

43. Minimum wages to the workman:

The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect / proof of evidence, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty

and AMC period.

44. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

Place:

Date:

Signature of the Tenderer with Seal.

SECTION-V

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual Completion
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of award of work order.
4.	Date of Completion	Date of virtual completion.
5.	Rate of liquidated damages for non-completion of work.	0.25% of the estimated value per week subject to a maximum of 10% of the contract value.
6.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
7.	Interest for delayed payment	3% per annum
8.	Retention Money	5 % of Contract value and will be released after completion of work.

Place:

Seal & signature of Contractor

Date:

SECTION-VI

SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

1. During pre-bid meeting, all the bidders must compulsorily visit the site at Central office building, Mumbai and quote the rates to understand the exact requirement of the work.
2. Rates should be inclusive of minor civil works i.e., making hole, wall cutting etc. to accomplish the task including the grouting using Dash Fasteners, welding and other minor works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such as manner to create minimum hindrance and trouble to existing ongoing operation.
4. Successful firm should co-operate with other contractor working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work.
5. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
6. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
7. The workmen will not be allowed to stay within the premises.
8. The water required for workmen can be availed from the available source at site free of cost.
9. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
10. Permission, if any, required from the local bodies shall be obtained by the Contractor.
11. The intending Bidder can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
12. The Bidder may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staff and also day-to-day cleaning has to be done by the contractor..
13. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
14. All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & nighttime. Contractor shall consider the above facts while quoting the rates.
15. The Bidder shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned

properly, as per the entire satisfaction of Bank's Engineers.

16. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

Place:-

Date:-

Seal & Signature of the Bidder.

SECTION - VII

Technical Specifications & Scope of Work

TECHNICAL SPECIFICATIONS

General Requirements: -

The Bank wants to Install new Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery of 12V, 200 AH capacity and 12V, 120 AH capacity having Flame retardant casing for replacement of old battery of 2 nos of 2 x 200 KVA UPS system. Battery must conform the IS 15549:2005 (or latest) / IS16220. The work involve supply, installing, testing and commissioning of new batteries after removing the existing batteries, as per site situation, using the existing copper flexible cables for interconnection of battery including socketing and synchronization with the existing UPS system. Take away all the old batteries on quoted rates.

Battery shall have the following technical parameters.

A. Specification for 12 volt, 200 AH Battery Bank :-

Nominal voltage	12 Volt
Nominal capacity	200 AH
Terminal	Terminals shall be large surface area provide maximum conductivity or manufacturer standard.
Terminal type:	M8 -Bolt or as per manufacturer stand design.

Tentative Dimensions (Approx.):

Length	540 mm \pm 3 mm
Width	250 mm \pm 3 mm
Height	250 mm \pm 3 mm

Operating temp range: 0 to 45 deg centigrade.

Battery case resin: Sealed Maintenance Free Flame retardant (V2 / V0 class for safety).

Internal resistance for fully charged condition at 27 deg. Cent.: less than 4 Mili Ohm.

B. Specification for 12 volt, 120 AH Battery Bank :

Nominal voltage	12 Volt
Nominal capacity	120 AH
Terminal	Terminals shall be large surface area provide maximum conductivity or manufacturer standard.
Terminal type:	M8 -Bolt or as per manufacturer stand design.

Tentative Dimensions (Approx.):

Length	452 mm \pm 3 mm
Width	172 mm \pm 3 mm
Height	239 mm \pm 3 mm

Operating temp range: 0 to 45 deg centigrade.

Battery case resin: Sealed Maintenance Free Flame retardant (V2 / V0 class for safety).

Internal resistance for fully charged condition at 27 deg. Cent.: less than 6 Mili Ohm

C. All Battery should be of the approved make as mentioned in Tender.

Scope of work: -

► Battery bank installation & synchronization with existing UPS systems after connecting all the batteries by providing new terminal nuts & bolts and with existing flexible copper cables. If required cable for inter connection of battery of required size as cited above shall be provided by the vendor.

► Quarterly battery discharge test & half yearly battery Internal Resistance (IR) test during DLP i.e., upto 3 years from handing over the Battery Bank and report submission or as per test and frequency recommended by the OEM.

The Tenderer shall visit the premises and ascertain site conditions, existing structures, interconnection cables and other obstructions if any, and suitably allow for these exigencies in his offer. No extra claims will be admissible later on these grounds.

Materials:-

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

Standard:-

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

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

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

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

(e) The contractor should possess valid electrical contract license by the appropriate statutory authority of the State Government during the execution of the contract.

Copper Cables: -

The existing cables will be used for internal electrical connection.

Workmanship:

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

Additional Specifications:

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

Place:

Signature of the tenderer with seal

Date:

7.6 **Approved Makes:**

Item	Makes
Sealed Maintenance Free (SMF) having Fire Retardant Casing Battery 12 Volt , 200 AH	Exide, Amaron Quanta (Amara raja), Panasonic
Sealed Maintenance Free (SMF) having Fire Retardant Casing Battery 12 Volt , 120 AH	

7.7 **Offered Make:**

Item	Make and model of battery offered by the contractor
Sealed Maintenance Free (SMF) having Fire Retardant Casing Battery 12 Volt 200 AH	
Sealed Maintenance Free (SMF) having Fire Retardant Casing Battery 12 Volt 120 AH	

The tenderers must upload the technical literature / specification details of all the above offered makes and models (as received from the OEM) in part I of the tender.

Place:-

Date:-

Seal & Signature of the Bidder.

SECTION-VIII

Schedule of Commercial & Technical Deviations

Schedule of Commercial Deviations:

We confirm that all commercial terms and conditions of the Bank except for deviations listed below.

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

Seal & Signature of Bidder

Name:

Designation:

Date:

Schedule of Technical Deviations:

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

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

Seal & Signature of Bidder

Name:

Designation:

SECTION-IX
Commercial Check List

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	Rs. 91,000/-	
3	Terms of payment	As per clause 3.12 in Part I of the Tender	
4	Guarantee Period / DLP	Three years from date of virtual Completion / handing over the Battery Bank.	
5	Completion period	30 days from 14 th day of letter of award of work.	
6	Liquidated damages	0.25 % of the Contact value per week subject to a maximum of 10% of contract value.	
7	Insurance polies	As per clause 3.14 in Part I of the Tender	
8	Copy of Annexure- A to H, except: G	To be uploaded with Part I of the Tender	
9	Section-VIII- Schedule of variation (commercial / Technical)	To be uploaded with Part I of the Tender.	

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

Place

Date

Seal & Signature of Contractor

Annexure – ‘A’

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the Tender)

Know all men by these presents, We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

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

(To be submitted by the Bidder on their letterhead)

Name of Work: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

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

- a) I/we or any of our allied firm* is/ are not debarred/suspended/ blacklisted by any public institution/entity in India or any other country on bid). (Last date of submission of
- b) I/We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the Tender) with any public institution/entity in India or any other country in last three years as on (last date of submission of bid).
- c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred/ suspended/blacklisted by any public institution/entity in India or any other country on or before award of work for the captioned work.

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

(seal and signature of the bidder)

Date

Place

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

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

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

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

The Chief General Manager- in-charge
Reserve Bank of India
Premises Department, 5th floor.
Central Office Building
Shahid Bhagat Singh Road
Mumbai- 400001

Dear Sir

NAME OF WORK: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

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

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

Yours faithfully,

For _____

Authorised signatory

Name and Address of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:

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

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

To,
The Chief General Manager- in-charge
Reserve Bank of India
Premises Department, 5th floor,
Central Office Building,
Shahid Bhagat Singh Road,
Mumbai- 400001

Name of Work: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

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

2. I / We certify that (Name of the bidder)

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

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank /RBI to sub-contract I/we(Name of bidder) will not sub-contract any work to a contractor from country (ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the Bidder
With Rubber Stamp
Date:
Place:

[illegible][illegible]

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[illegible]

Door No.								Street:										
Location:								District:										
City:								State					PIN					

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

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10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts):

Saving Bank Account		Cash Credit Account:		Current Account:	
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11. Bank Account Number of the Supplier: ©

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© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold RBI responsible.

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Proforma for Letter of Authorization and Maintenance undertaking from the OEMs

(To be issued by the manufacturers of Battery separately on their letterhead and shall be uploaded by the bidder with the tender)

To

Date:

The Chief General Manager- in-charge,
Reserve of India,
Premises Department
Mumbai

Subject: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai,

Sir,
We _____, (name and address of the manufacturer) the manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment developed by us.

In the unlikely event of M/s _____ (tenderer) not remaining our authorised dealer, we, the original equipment manufacturer, shall continue to provide support for the products manufactured by us and provided under the scope of the captioned project, either directly or through any of dealer inducted by the Bank for Maintenance of above system, in terms of providing spares/ updates / technical man power etc. i.e. service to your satisfaction, for minimum up to 3 years from the date of virtual completion of the captioned work or handing over the Battery Bank.

Yours faithfully,

For and on behalf of
M/s _____ (Name of the manufacturer)

Seal and Signature:

Name:

Designation:

Address:

Note: The Content of the letter should not be altered. If any addition or deletion or modification in the content of this letter submitted by the tenderer is noticed, the tender is liable for rejection.

Proforma of Bank Guarantee for Security Deposit

(only to be furnished by successful bidder)

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

Place: _____

Date : _____

To:
The CGM- in-charge
Premises Department
RBI,

Madam / Dear Sir

Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

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

notice as aforesaid.

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

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

We hereby further agree that –

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

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

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

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

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be furnished by the bidder before due date for EMD)

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

Place: _____

Date: _____

To
The CGM-in-Charge

Dear Sir,

Name of Work: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai.

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. (Rupees only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).
- b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank. Authorised Official (with seal)

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

FORMAT OF BANKERS' CERTIFICATE

(To be uploaded with the tender)

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm M/s----- for the last 3 financial years (year wise).
2023-24
2022-23
2021-22
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

The above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 45.5 Lakhs.

(Signature)

For the Bank

Note:- 1. Bankers' certificates should be on letter head of the Bank and addressed to CGM-in-Charge, RBI, Premises Department, Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001

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

Part-II (unpriced Bid / Bill of Quantity)

Name of the work: Supply Installation Testing and Commissioning of Sealed Maintenance Free (SMF) Valve Regulated Lead-Acid (VRLA) battery having Flame retardant casing at Reserve Bank of India, Central Office Building at Fort, Mumbai

Sl.No	Description of the Items	Qty	Unit
1.	Supply of Sealed Maintenance Free (SMF) 12 Volt, 200 Ah Valve Regulated Lead–Acid (VRLA) Battery having Flame retardant casing and as per technical specification for 2 X 120 KVA UPS system.	80	each
2.	Supply of Sealed Maintenance Free (SMF) 12 Volt, 120 Ah Valve Regulated Lead–Acid (VRLA) Battery having Flame retardant casing and as per technical specification for 2 X 120 KVA UPS system.	160	each
3.	Charges for installation, testing and commissioning of the above batteries as mentioned at sl. No.-1 & 2 above and synchronizing with the existing system after dismantling the old batteries after removing the connections, proper new inter connection of new batteries by using existing cable of each battery bank and providing new terminal nuts & bolts etc. all complete and as per technical specification.	1	Job
4.	Rebate for taking away of old 240 nos of batteries comes out from the job outside the premises.	1	Job

Place:

Date:

Seal & Signature of the Tenderer.