भारतीय रिज़र्व बैंक

www.rbi.org.in

निविदा आमंत्रण सूचना (एनआईटी)

भारतीय रिज़र्व बैंक, आइजोल के कार्यालय भवन में N+1 समानांतर रिडंडेंट मोड (बैटरी बैंक सहित) में 2x 40kVA निर्बाध विद्युत आपूर्ति प्रणाली का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

भारतीय रिज़र्व बैंक, आइजोल के कार्यालय भवन में एन+1 समानांतर रिडंडेंट मोड (प्रत्येक यूपीएस के लिए अलग बैटरी बैंक सहित) में 2x40 केवीए निर्बाध विद्युत आपूर्ति प्रणाली के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए भारतीय रिज़र्व बैंक, आइजोल ई-निविदा मोड द्वारा दो-भाग की निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (https://www.mstcecommerce.com/eprocn/) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ स्वयं को पंजीकृत करना होगा। निविदा अनुसूची निम्नवत है:

a.	ई-निविदा सं	**RBI/AIZAWL/HRMD/2/24-25/ET/144**
b.	कार्य का नाम	भारतीय रिज़र्व बैंक, आइजोल के कार्यालय भवन में एन+1 समानांतर रिडंडेंट मोड (बैटरी बैंकों सहित) में 2x40kVA निर्बाध विद्युत आपूर्ति प्रणाली का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग।
c.	कार्य का अनुमानित लागत	**Rs. 16.00 लाख (जीएसटी सहित)**
d.	निविदा पद्धति	ई-खरीद प्रणाली (तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II)) एमएसटीसी पोर्टल (vhttps://www.mstcecommerce.com/eprocn/) के माध्यम से;
e.	एनआईटी की तिथि पार्टियों के डाउनलोड करने हेतु उपलब्ध	जुलाई 15, 2024 को 14:00 बजे से
f.	बयाना जमा राशि (ईएमडी)	**₹ 32,000/- (रुपए बत्तीस हजार मात्र)** एनईएफटी अंतरण के माध्यम से जमा किया जाना चाहिए खाता संख्या- 186003001 IFSC – RBIS0AZPA01 (IFS कोड में पाँचवाँ और दसवाँ अंक शून्य है) अथवा किसी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी के रूप में बैंक के मानक प्रोफार्मा में जो निविदा-फॉर्म में उपलब्ध है, के साथ प्रथम तल, भारतीय रिज़र्व बैंक, घर सं टी -30, वीजेड बिल्डिंग. थाकथिहङ्ग वेंग, आइजोल –796005 में जमा करना होगा। दिनांक अगस्त 26, 2024 को अपराह्न 2:00.बजे तक
g.	बोली-पूर्व बैठक , दिनांक, समय तथा स्थान (ऑफ लाइन)	**दिनांक अगस्त 12, 2024, को 12:00 बजे**, सम्मेलन कक्ष , भारतीय रिज़र्व बैंक, आइज़ोल

h.	बोली-पूर्व बैठक के निष्कर्ष को परिशिष्ट, शुद्धिपत्र आदि के रूप में आरबीआई वेबसाइट पर अपलोड करने की तिथि और समय।	**दिनांक अगस्त 14, 2024, को 12:00 बजे**
i.	तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) के लिए वेबसाइट (https://www.mstcecommerce.com/eprocn/) पर बोली प्रारंभ तिथि	**दिनांक जुलाई 15, 2024, को 14:00 बजे**
j.	तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	**दिनांक अगस्त 26, 2024, को 14:00 बजे तक**
k.	तकनीकी और वाणिज्यिक बोली (भाग-I) खोलने की तिथि और समय	**दिनांक अगस्त 26, 2024 2024, को 15:00 बजे**
l.	मूल्य बोली खोलने की तिथि एवं समय (भाग-II)	अनुवर्ती दिन, जिसकी सूचना सभी बोलीदाताओं को पहले से दे दी जाएगी।
m.	लेनदेन शुल्क	एमएसटीसी लिमिटेड द्वारा सूचना के अनुसार राशि

निविदा दस्तावेज एमएसटीसी की वेबसाइट अर्थात www.mstcecommerce.com पर दिनांक जुलाई 15, 2024 को 14:00 बजे से उपलब्ध होंगे। विधिवत भरे गए निविदा दस्तावेज और मूल्य-बोली एमएसटीसी साइट पर अगस्त 26, 2024 को 14:00 बजे तक अपलोड किए जाएं। निविदा में फर्मों द्वारा ई-निविदा प्रस्तुत करने के संबंध में विस्तृत दिशा-निर्देश दिए गए हैं। बिना ईएमडी के प्राप्त ऐसी किसी भी निविदा को गैर-सद्भाविक माना जाएगा तथा निविदा प्रक्रिया में भाग लेने से अस्वीकार कर दिया जाएगा।

इच्छुक निविदाकर्ताओं की प्री-बिड मीटिंग (ऑफ-लाइन मोड) अगस्त 12, 2024 को 12:00 बजे कॉन्फ्रेंस रूम, आरबीआई, आइजोल में आयोजित की जाएगी। इच्छुक बोलीदाताओं से अनुरोध है कि वे निविदा के संबंध में अपनी शंकाओं, यदि कोई हो, को स्पष्ट करने के लिए बैठक में उपस्थित हों।

ई-निविदा का भाग-I (तकनीकी और वाणिज्यिक बोली) अगस्त 26, 2024 को 15:00 बजे कार्यालय भवन, आरबीआई, आइजोल में खोला जाएगा। ई-निविदा दस्तावेज के भाग-I की जांच के बाद, साथ ही सहायक दस्तावेजों के अनुसार, यदि कोई भी फर्म निविदा में निर्दिष्ट आवश्यक पात्रता नहीं रखती है, तो बैंक ऐसे निविदाकर्ताओं द्वारा प्रस्तुत निविदा को अस्वीकार करने का अधिकार सुरक्षित रखता है।

केवल उन निविदाकारों की भाग-II (मूल्य बोली) जो निविदा में निर्दिष्ट पात्रता मानदंडों के अनुसार अपेक्षित योग्यता रखते हैं, और तकनीकी-वाणिज्यिक स्थिति में योग्य हैं, उन्हें योग्य निविदाकारों को इसकी उचित सूचना देने के साथ अगले दिन खोला जाएगा।

निविदाकर्ता या तो निविदा खोलने के अवसर पर बैंक में उपस्थित रहना चुन सकते हैं या फिर अपने स्थान पर इसे ऑनलाइन देख सकते हैं। यदि इस निविदा के संबंध में भविष्य में कोई संशोधन/शुद्धिपत्र जारी किया जाएगा तो उसे केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर ही जारी किया जाएगा तथा समाचार पत्र में प्रकाशित नहीं किया जाएगा।

महाप्रबंधक और प्रभारी अधिकारी

भारतीय रिज़र्व बैंक, आइज़ोल

भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
AIZAWL

Design, Supply, Installation, Testing, and Commissioning of 2x40 kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl

E-Tender no.	**RBI/AIZAWL/HRMD/2/24-25/ET/144**

Part-I
(Technical and Commercial Bid)

Name of the tenderer: _____
Address: _____
_____
_____
E-mail ID: _____
Contact no.: _____

Date & time of pre-bid meeting:	**August 12, 2024, at 12:00 hrs.**, Conference Room, Reserve Bank of India, Aizawl.
Due date and time for submission of e-Tender:	**August 26, 2024, up to 14:00 hrs.**
Date of opening of Part-I of e-Tender:	**August 26, 2024 at 15:00 hrs.**

This document is the property of the Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

www.rbi.org.in

Notice Inviting Tender (NIT)

Design, Supply, Installation, Testing, and Commissioning of 2x 40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl

Reserve Bank of India, Aizawl, invites two-part tender by e-tender mode for Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the separate battery bank for each UPS) at Office Building, Reserve Bank of India, Aizawl. The tendering would be done through the e-Tendering portal of MSTC Ltd. (https://www.mstcecommerce.com/eproc/). All interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. The schedule of the e-Tender is as follows.

a.	E-Tender no.	**RBI/AIZAWL/HRMD/2/24-25/ET/144**
b.	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.
c.	Estimated cost of work	**Rs. 16.00 lakh /- (incl. of GST)**
d.	Mode of Tender	e-Procurement System (Technical and Commercial Bid (Part-I) and Price Bid (Part-II)) through MSTC portal; (https://www.mstcecommerce.com/eprochome/rbi)
e.	Date & time from which NIT and tender can be viewed / downloaded.	**July 15, 2024, at 14:00 hrs.**
f.	Earnest Money Deposit (EMD)	**Rs. 32,000/- (Thirty two thousand only)** (to be remitted by all bidders, as mentioned in section II-para 12.0 of the tender document. Beneficiary Name: **AIZAWLUPS**<space>**Your Firm's Name** • Beneficiary Account Number: **186003001** • Beneficiary IFSC: **RBIS0AZPA01** **('0'is Zero at both places)** • Remarks: **2x40kVA UPS**
g.	Date, time & venue of pre-bid meeting (offline)	**August 12, 2024, at 12:00 hrs.**, Conference Room, Reserve Bank of India, Aizawl.

h.	Date & time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	**July 31, 2024, at 12:00 hrs**
i.	Bidding start date for Technical and Commercial Bid (Part-I) and Price Bid (Part-II) at website; (https://www.mstcecommerce.com/eproc/).	**July 15, 2024, at 14:00 hrs.**
j.	Date of closing of online e-Tender for submission of Technical and Commercial Bid (Part-I) and Price Bid (Part-II)	**August 26. 2024, up to 14:00 hrs.**
k.	Date & time for opening of Technical and Commercial Bid (Part-I)	**August 26, 2024, at 15:00 hrs.**
l.	Date & time for opening of Price Bid (Part-II)	On a subsequent day, which will be intimated in advance to all the bidders.
m.	Transaction Fee	Amount as advised by M/s MSTC Ltd.

Tender documents will be available at MSTC website, i.e., www.mstcecommerce.com, from 14:00 hrs. on October 18, 2023. The duly filled in tender documents and price-bid shall be uploaded on MSTC site till 14:00 hrs. on November 20, 2023. Detailed guidelines on submission of the e-Tender by the firms have been given in the Tender. Any such tender received without EMD shall be treated as non-bonafide and shall be rejected from participating in the tender process.

A pre-bid meeting (off-line mode) of the intending tenderers will be held on August 12, 2024 at 12:00 hrs. at Conference Room, RBI, Aizawl. Interested bidders are requested to attend the meeting to clarify their doubts, if any, regarding the Tender.

Part-I (Technical and Commercial Bid) of the e-Tender will be opened on August 26, 2024 at 15:00.hrs. at Office Building, RBI, Aizawl. After scrutiny of part-I of the e-Tender document along with the supporting documents, if any of the firms is not found to possess the required eligibility as specified in the Tender, the Bank reserves the right to reject the tender submitted by such tenderers.

Part -II (Price Bid) of only those Tenderers, who possess the requisite eligibility as per the eligibility criteria specified in the Tender, and qualified in techno commercial condition shall be opened on a subsequent day, with due intimation of the same to the qualified Tenderers.

Tenderers can either chose to be present at the Bank during the Tender opening event or view it online at their locations. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC website as given above and will not be published in the newspaper.

General Manager (Officer in Charge)
Reserve Bank of India, Aizawl.

DISCLAIMER

The Reserve Bank of India (RBI), Aizawl, has prepared this document to give background information on the work to the interested parties. While the RBI has taken due care in the preparation of the information contained herein and believe it to be in order, neither the RBI, nor any of its authorities or any of their respective officers, employees, give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

The RBI reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable 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. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

Important instructions for E-procurement

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

1	**Process of e-Tender:** **A) Registration:** The process involves vendor's registration with MSTC E-procurement portal which is **free of cost**. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). **SPECIAL NOTE:** THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT (https://www.mstcecommerce.com/eproc/). 1). Vendors are required to register themselves online with (https://www.mstcecommerce.com/eproc/). → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit. 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender) **Contact person (RBI, Aizawl):** 1 Shri Navin Kumar Adarsh, Deputy General Manager - 9594292793 2 Shri Lalrosiama Ngahite, Manager - 8108112907 **Contact person (MSTC Ltd.):** **Name E-Mail ID Landline No. Mobile No.** **Shri Prashant Chitranjan pchitranjan@mstcindia.co.in 0361-2221199+91 8592888286** **ghyopn1@mstcindia.in** **ghyopn2@mstcindia.in** **helpdeskghy@mstcindia.in** **bmghymstc@mstcindia.in**

	B) System Requirement: i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. ➢ Tools => Internet Options =>Security => Disable protected Mode, if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: ➢ Tools => Internet Options => General => Click on Settings under "Browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". ➢ To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at (https://www.mstcecommerce.com/eproc/). Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	**Special Note towards Transaction fee:** The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. **NOTE:** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	**E-tender cannot be accessed after the due date and time mentioned in NIT.**
7	a) The process involves Electronic Bidding for submission of Technical and Commercial Bid. b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid

	and Commercial Bid through internet in website: https://www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event. c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid. e) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded. f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. k) 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. l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	**No deviation to the technical and commercial terms & conditions are allowed.**
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page (https://www.mstcecommerce.com/eproc/). to familiarize them with the system before bidding.

Table of Contents

Sl. No.	Item	Page No.
1	Part-I- Section I- Form of Tender	9
2	Part-I- genera- General Instructions to Tenderers and Special Conditions	11
3	Part-I- Section III- Safety Code	27
4	Part-I- Section IV- The Conditions Hereinafter Referred To	29
5	Part-I- Section V- Appendix Hereinbefore Referred To	46
6	Part-I- Section VI- Technical Specifications, Testing and Schedule of Work	48
7	Part-I- Section VII- Checklist of Commerciatal Conditions	60
8	Part-II- Unpriced Bill of Quantities	62
9	Annexure-I- Format for Power of Attorney for Authorized Signatory	64
10	Annexure-II- Proforma of Undertaking for Site Visit by Contractor	65
11	Annexure-III- Proforma of Undertaking for Maintenance Confirmation by The Bidder	66
12	Annexure-IV- Proforma of Bank Guarantee for Earnest Money Deposit / Bid Security	67
13	Annexure-V- Articles of Agreement	70
14	Annexure-VI- Proforma of Bank Guarantee for Performance Security Deposit	78
15	Annexure-VII- Proforma for Providing Input for Payment Via NEFT / RTGS / ECS- Mandate Authorization Form	81
16	Annexure-VIII- Proforma for Indemnifying the Employer Against Non-Compliance to Contract Labour Rules / Regulations	84
17	Annexure-IX- Proforma for Indemnifying the Employer Against Patent Rights	85
18	Annexure-X- Proforma for List of Clients	86
19	Annexure-XI- Proforma for Client’s Certificate Regarding Performance of Contractor	87
20	Annexure-XII- Proforma for Bankers’ Certificate from A Scheduled Bank	89

Section I - Form of Tender

Place:
Date:

General Manager (Officer in Charge)
Reserve Bank of India, Aizawl

Dear Sir,

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

Memorandum

(a)	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.
(b)	Estimated Cost	**Rs 16.00 Lakh (incl. of GST)**
(c)	Mode of Payment	As per section II- para 22.0 of Part-I.
(d)	Earnest Money Deposit	**Rs. 32,000/- (Rupees Thirty two thaousand only /)** (to be remitted by all bidders, as mentioned in section II- para 12.0 of the Part-I.
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	**60 days.**

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

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

4. I / We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we do hereby agree that EMD deposited shall be forfeited by us to the Reserve Bank of India.

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

6. We have deposited a sum of **Rs. 32000./- as Earnest Money** with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

Dated this _____ day of _____ , 2024.

For and on behalf of
M/s _____

(Signature with Seal)

Name:

Designation:

Place:

Date:

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

Witness

(1) Signature with
Name, Address and Date

(2) Signature with
Name, Address and Date

Section II - General Instructions to Tenderers and Special Conditions

Reserve Bank of India invites competitive e-tenders for providing Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System(Architectue -non modular) in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl, from eligible bidders as per specified pre-qualification criteria. The estimated cost of the work is **Rs. 16.00 Lakh ./- (incl. of GST)**. The works shall be completed within a period of **60 days**. All the pre-qualification papers shall be uploaded on MSTC site.

1.0 Instructions to Tenderers

1.1 Intending tenderers should meet the following eligibility conditions to qualify for participation in the tender:

i. The firm should be Original Equipment Manufacturer (OEM) of the Uninterrupted Power Supply (UPS) system to be offered and have minimum 5 years of experience in carrying out similar nature of works viz. "Design, Supply, Installation, Testing and Commissioning of UPS systems in N+1 Parallel Redundant Mode, of 40kVA or higher ratings'' at office buildings / commercial premises/ industrial houses (works carried out before June 30,2019.

ii. The firm should have executed successfully "Design, Supply, Installation, Testing and Commissioning of UPS systems in N+1 Parallel Redundant Mode, of 40kVA or higher ratings'' at residential quarters / office buildings / commercial premises, during last five years (works carried out on or after July 01, 2019) as under:

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.

iii. Should have a minimum yearly turnover of 100% of the estimated cost during last 3 financial years (2021-22, 2022-23, 2023-24) supported by audited financial statements.

iv. Should furnish solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost.

v. **The intending bidder Should have proper service setup at Aizawl for rendering after sales service provided with supporting documents viz., registration certificate, electricity bills, landline bills, rental agreements.**

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

1.2 The intending tenderers should submit the following documents (to be scanned and attached in MSTC e-tendering portal) in respect of their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) about the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association / Power of Attorney / Attorney / another 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 (1.1.i and 1.1.ii from above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience and eligibility. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given.
(c)	Turnover	Audited financial statements for FY 2021-22 , 2022-23 and 2023-24. with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	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 enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Solvency / Banker's Certificate	The intending tenderer should furnish solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost.
(f)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(g)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(h)	List of Clients	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers / authorities / departments under whom the work(s) was / were executed should be furnished. The format for the same is given in **Annex-10.**

(i)	Client's Certificate	Client's certificate as per format at **Annex-11** from their clients for whom they have carried out "eligible works" in terms of the eligibility (pre-qualification) criteria explained in this notice. The client's certificate shall be 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.
(j)	Details of office setup	Address and contact details of the office set up at Aizawl. Also, the supporting documents viz., registration certificate, electricity bills, landline bills, rental agreements shall be submitted.
(k)	Details of registration and copies of registration certificate / documents for	• PAN • GST • Micro and Small Enterprises (MSE) GOI, if applicable. • Office of Labour Commissioner, if applicable.

Tenderers shall submit all the information and the documents as mentioned in para 1.2 above.

1.3 Tender forms can be viewed / downloaded from the website www.mstcecommerce.com **from July 15, 2024 at 14:00 hrs. onwards.**

1.4 The tenderers are advised to submit 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 may be rejected at the Bank's discretion. **The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering**. After examination, if any of the bidder is found not to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

1.5 The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party about design or any part of the system.

1.6 A pre-tender briefing meeting (pre-bid meeting) of the intending tenderers (off-line mode) will be held at Conference Room on August 12, 2024 at 12:00 Hrs, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the correspondence and points / conditions / specifications requiring clarifications shall be given in writing addressed to The General Manager (Officer in Charge), Reserve Bank of India, Aizawl, and shall be submitted before the pre-bid meeting. The tenderers are expected to get all the

issues clarified during the above meeting and should desist from deviating from the Bank's tender conditions / specifications in their tender (Part-I and Part-II).

1.7 Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.

1.8 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.

2.0 Submission of Tender

2.1 The Tender shall be submitted separately online on MSTC site in two parts, viz, Part-I and Part-II, "Part-I – Technical and Commercial" and "Part-II – Price Bid", respectively. The tenderers shall sign with seal and date in all pages of the Part-I of the tender document, fill details in the required pages, and then scan and upload in the e-tendering portal.

2.2 No tender will be accepted after **14:00 hrs. on August 26, 2024**, under any circumstances whatsoever.

2.3 Intending tenderers shall remit **Rs. 32,000/- (Rupees Thity two thousand only)** as Earnest Money Deposit, as mentioned in the tender document.

2.4 On receipt of intimation from the Bank of the acceptance of submitted 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 articles of agreement **(Annex-5)** and the schedule of conditions, but the written acceptance by the Bank of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

3.0 Part-I – Technical & Commercial Bid

3.1 Part-I of the tender shall contain the unpriced tender consisting of all the documents mentioned in section II- para 1.2 and of complete technical specification including drawings and documents and commercial terms and conditions such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc.

3.2 Part-I of the tender as submitted shall also contain the following:

(i) Earnest Money Deposit in the form of NEFT / Demand Draft (DD) / Bank Guarantee (BG) issued by a scheduled Bank in India, as mentioned in section II- para 12.0 of the tender document.

(ii) Power of Attorney / Authorization with the seal of the company / firm in the name of the person signing the tender documents.

(iii) The tenderer shall also indicate whether they have the capacity to manufacture, supply, install, test, and commission all the required systems within the stipulated completion period.

(iv) List of deviation, if any, in commercial / technical specification.

(v) The contractor shall furnish an undertaking as per the enclosed proforma **(Annex-3)** that they will maintain the UPS system satisfactorily for a minimum period of 7 years from the date of expiry of the defect liability period (DLP).

(vi) Tenderers shall indicate their **service set up details in Aizawl** from where the proposed UPS system will be serviced. The details shall include number of technical personnel, phone / mobile numbers and addresses for contact / lodging of service requests and the details of emergency service after / before office hrs. available.

(vii) The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

(viii) Any other technical information the tenderer wishes to furnish.

(ix) Any other information relevant to the proposed work.

(x) List of works / facilities etc. to be provided by the Reserve Bank of India for installation, commissioning and testing of the system.

4.0 Part-II – Price Bid

4.1 Part-II of the tender shall contain prices in Indian Rupees only .Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards all-inclusive Comprehensive Annual Maintenance Contract (CAMC) will also be in Indian Rupees only.

4.2 Schedule of Quantities shall be duly filled in MSTC website only.

4.3 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the entire UPS system to be paid for according to actual measured quantities at the rates / quantities provided in the schedule of rates (Part-II). In case of difference in the rate / amount mentioned in words and figures, the rate / amount whichever is lower shall be considered. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

4.4 No request for any change in rate or conditions after the opening of the Part-II of the tender will be entertained.

5.0 Opening of Tender

5.1 Technical & Commercial Bid (Part-I) of the tenders will be opened **at 15:00 hrs. on August 26, 2024** through on-line mode.

5.2 The Bank shall evaluate the uploaded documents before processing the tenders and opening of price bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of Part-II (Price Bid).

5.3 Price bid (Part-II) of those tenderers 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 tenderers in advance.

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

6.0 Scope of Work

6.1 The scope of work shall include;

- Supply and delivery of all equipment, materials for the captioned work to the site at the Bank's Office Building in Aizawl, including insurance, packing, handling, transporting, loading / unloading etc. at site.
- Dismantling and disconnection of the existing system, along with all allied equipment and accessories in phased manner as per the requirement and as directed.
- Erection, testing & commissioning of new UPS system (including new battery bank) as per technical specifications, standards and as directed, and handing over the system to the Bank.
- Erection, testing & commissioning of all allied equipment and accessories as per technical specifications, standards and as per requirement.
- Providing all-inclusive service including all spares, etc. during warranty period (DLP) of the UPS system and subsequent Comprehensive Annual Maintenance Contract (CAMC), for the committed period of 08 years (min.), from the date of handing over of the UPS system to the Bank.
- All engineering, equipment, labour, and permits required to satisfactorily complete existing system's replacement and new system's installation as required as per specification, standards and as directed.
- Any other work, related to but not mentioned above, required for completion of the job, including minor civil works.

6.2 The tenderer should indicate in his tender the complete description of the working of the system / sub systems and their power requirements with all relevant brochures / literature etc. in addition to those called for in the Technical Specifications.

6.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered. Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the UPS system (including new battery bank, battery rack , conncting cable).

6.4 The tenderer shall state clearly in his tender the standard tools, spare parts etc., if any, which he will supply free of cost when installing and handing over the UPS system to the Bank after completion of the work.

6.5 Responsibility for obtaining all statutory approvals, if any, and liasoning with competent authority related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee, if any, levied by the Government and / or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.

7.0 Drawings and Documents

7.1 The successful tenderer shall submit, in duplicate, on acceptance of the tender by the Bank, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank.

8.0 Packing and Dispatch

8.1 The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea / air / rail / road under Indian conditions. All equipment / components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's office building, Aizawl.

9.0 Taxes and duties

9.1 The prices quoted for supply of equipment shall be deemed to have included all taxes, GST ,custom duty, excise duty, octroi, local levies, any other taxes / duties imposed by Central / State Government / Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning policy, workmen compensation and third party liability etc. till the UPS system (including the battery bank) is finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

10.0 Validity of Tender

10.1 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 tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

11.0 Language

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

12.0 Earnest Money Deposit & Security Deposit

12.1 The Tender must be accompanied by Earnest Money Deposit of **Rs.32,000/ (Rupees thirty two thousand only),** remitted in favour of Reserve Bank of India, payable at Aizawl. The account details for NEFT / RTGS transactions are as follows.

- Beneficiary Name: **AIZAWLUPS**<space>**Your Firm's Name**
- Beneficiary Account Number: **186003001**
- Beneficiary IFSC: **RBIS0AZPA01**

  ('0' is Zero at both places)
- Remarks: **2x40kVA UPS**

The proof of remittance with transaction number (scanned copy) shall be uploaded along with the tender. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to oicaizawl@rbi.org.in.

12.2 EMD shall also be submitted in the form of Bank Guarantee, whose format is given in **Annex-4.** Scanned copy of EMD shall be uploaded along with the tender.

12.3 Tender not accompanied by such EMD is liable to be rejected.

12.4 The bidders who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on nonacceptance of their bid. The EMD of unsuccessful tenderers in Part-II shall be released to them without any interest after award of work.

12.5 The Earnest Money Deposit of the successful tenderer alone shall be held by the Bank as security for the execution and due fulfilment of the contract. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be invoked.

12.6 No interest shall be paid on the EMD. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

12.7 The above Bank Guarantee (EMD) of the successful bidder shall be discharged on acceptance of the tender by the Bank, and on production of a new Bank Guarantee towards Security Deposit, whose format is given in **Annex-6.**

12.8 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

12.9 Should the successful Tenderer fail to furnish the Security Deposit, the NEFT / Demand Draft (DD) / Bank Guarantee (BG) towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

12.10 Security Deposit

12.10.i. Bank Guarantee during execution of work

On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent)** of the contract value in the form of a Bank Guarantee (Security Deposit) from any scheduled Bank in the form prescribed by the Bank as per **Annex-6** (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The NEFT / DD / Bank Guarantee (BG) towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit for the due fulfilment of the contract, shall be valid for the contract completion period up to the date of handing over of the UPS system. In case the completion and handing over the ups likely to delay , then firm shall extend the BG till expected handing over .

12.10.ii. Bank Guarantee during Defect Liability Period and CAMC period:

After completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per **Annex-6**, for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an amount equal to **10% of the net capital cost of work valid for initial 04 years** and thereafter for an amount of **5% of the net capital cost of work for rest 04 years**. The BG shall be renewed 4 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of **eight (08) years (one year DLP and 07 years CAMC).**

12.11 All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the earnest money deposit and the security deposit if the amount so permits, and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

13.0 Lowest Tender Not Necessarily to Be Accepted

13.1 The Bank is not bound to accept the lowest / any tender or to assign any reason for non-acceptance.

13.2 The tenderer whose 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 tenders, even though the Bank may elect to modify / withdraw the tender.

14.0 Right to Accept Part Tender

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

15.0 Evaluation of Tender

15.1 The tenders will be evaluated on the basis of Total Cost of Ownership (TCO), i.e., using net capital cost **A**(New (UPS + Battery)- buy back of old UPS and battery)) quoted and also taking into account the effect of rates quoted for Comprehensive Annual Maintenance Contract(**C**) for a period of 07 years after expiry of one-year warranty period (Defect Liability Period). Further, the TCO will be found by using Net Present Value (NPV) method and the AMC rates quoted shall be multiplied by the NPV factor for 07 years (MF = 5.6321). For arriving at the NPV of AMC amount as mentioned before, the following will be considered;

(a)	Discount factor	8% per annum
(b)	Period of AMC	07 years

(c)	Payment terms of AMC	Half-yearly payment after satisfactory completion of the bi-monthly service

Total Cost of Ownership (TCO) = [(A) + (MF * C)]

i.e Where, A= (Capital Cost of new UPS system & including new battery bank)- buy back of old UPS and battery bank)

C= quoted Comprehensive AMC Value of UPS system

MF= 5.6321 (Multiplying Factor for 07 years of CAMC)

15.2 Minimum base rates for the Comprehensive AMC: In case, the tenderer quotes the rates for **the Comprehensive AMC lower than the 5% (FIVE) of the quoted net capital cost(A) , 5% of the quoted rates for net capital cost will be considered for calculation of Total Cost of Ownership. However, AMC payments will be made as per the actual quoted rates only.**

15.3 For Comprehensive AMC:

Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject only to mentioned escalation formulae indicated in the tender.

16.0 Signing of Contract Agreement

16.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, conditions of contract and technical specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the purchase order / final contract to be entered into with the successful tenderer.

16.2 The Tenderer 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.

16.3 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 into the proposed contract. Otherwise the tender may be rejected.

16.4 On receipt of intimation from the Bank of the acceptance of submitted 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 articles of agreement **(Annex-5). The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the

signing of the agreement, the written acceptance by the Reserve Bank of India of a tender, in itself, will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

16.5 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.

17.0 Import and Export License

17.1 Import License, if required, will be obtained by the Tenderer. 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 tenderer.

17.2 The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation / withdrawal. If the tenderer fails to restore the export license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

18.0 Inspection of materials / work at manufacturer's works / site

18.1 Before dispatching the equipment to site, the equipment may be inspected by the Bank's engineer at the manufacturers' works and then cleared for shipment. The contractor shall at his own expense, offer to the inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the relevant specifications attached to this tender document.

18.2 Further, the Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

18.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system / components after erection and commissioning at the designated place.

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

18.5 Method of Testing: The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper.

The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

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

a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;

b) To reject any equipment or parts submitted as not being in accordance with the specification;

c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and

d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

18.7 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery / completion period, the Bank shall be at liberty to:

i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

ii) Purchase / execute or authorize the purchase / execution of quantity / work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability regarding supply under the contract; or

iii) Cancel the contract and purchase / execute or authorize the purchase / execution of the quantity / work of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.

18.8 Bank's Engineer's decision as to rejection is final: The Bank's Engineer 's decision regarding the rejection shall be final and binding on the contractor subject to contractor's appeal.

19.0 Completion Period

19.1 Time allowed for carrying out the work is **60 days**, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the tenth day after written order to commence the work is issued from the Bank. The work shall throughout the stipulated period of the contract be proceeded with all the due 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 “Liquidity Damages” stated in section V- “Appendix(**0.25% of the contract value per week, subject to a maximum of 10% of the contract value of the delayed period.)** herein before referred to” of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

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

19.3 Bank will provide lockable 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.

20.0 Insurance

The contractor shall take insurance policies in the joint names of the Bank and the contractor (Bank's name being first) from date of despatch of first consignment of material from manufacturer, till the completion of work or handing over the UPS system to the Bank. The rates quoted shall include the cost of these insurance policies. The policies shall cover the following risks:

- Transit insurance for transportation from manufacturer's to site (By air / sea / road etc., as applicable).
- Contractors all risk insurance inclusive of fire, earthquake, storage, erection, testing and commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy with limits as under :
    - Rs.10,00,000/- per annum .
    - Rs.2,00,000/- per occurrence

Note: These policies shall be valid till the completion of work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

21.0 Warranty and All-Inclusive Maintenance Contract (CAMC)

21.1 The equipment supplied shall be guaranteed against all types of defects for a defect liability period (DLP) of **12 months** from the date of virtual completion for entire UPS system and **3 years for** Battery banks . Any defects in the system / sub-assemblies, found within the guarantee period, shall be rectified / replaced by the tenderer without any additional cost to the Bank. The rate should include for **servicing at bi-monthly interval or earlier and attending to ANY NUMBER of breakdown calls as prescribed by the manufacturer and as mutually agreed to during this period.**

21.2 All-inclusive / Comprehensive Annual Maintenance Contract (CAMC)

The charges for comprehensive annual maintenance service (CAMC) to be provided after the expiry of the one year defect liability period, shall be quoted by the tenderer separately in their bid. During the CAMC period, the servicing shall be carried out **at bi-monthly interval or earlier as prescribed** by the manufacturer and as mutually agreed and the same shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year DLP. **The CAMC charges shall be paid on half-yearly basis on rendering satisfactory service and on submission of relevant service reports.**

The tenderer shall quote his rates in rupees for All-inclusive Comprehensive Maintenance contract, inclusive of charges for replacement of any spare part of the UPS System (hardware / firmware) applicable during the service contract period after expiry of 12 months DLP. These rates shall remain

firm for the first year of CAMC and these charges will also be considered while evaluating tender as prescribed in the section II- para 15.0 “evaluation of tenders”. The service contract shall be renewed for a further additional period of at least 07 years after 12 months DLP. Further renewal amount for the AMC shall be worked out as per the following formula:

$$Ac = Ap\ [(15 + 60 \times (EPIc / EPIp) + 25 \times (CPIc / CPIp)] \times 1/100$$

A_C	=	The contract amount for the current year.
A_P	=	The contract amount for the previous year.
EPI_C	=	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.
EPI_p	=	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.
CPI_C	=	Consumer Price Index for industrial workers (All india average) 6 months prior to commencement date of contract for the current year.
CPI_p	=	Consumer Price Index for industrial workers (All india average) 6 months prior to commencement date of contract for the previous year.

After completion of 08 years of service (i.e., one year DLP and 07 years AMC), the escalation in AMC prices may be continued as per the above formula and upon with mutual consent.

21.3 Scope of works during CAMC.

A) The scope of work shall include the following:

(i) The voltage between phase, neutral and earth may be measured periodically.

(ii) Periodic measurement of cell and terminal voltage to be carried out to prevent open circuit while the UPS is on battery mode.

(iii) After ensuring the good health of batteries, these should be discharged periodically by operating the UPS on batteries.

(iv) The UPS to be checked periodically by putting the main supply off and running the UPS through batteries.

(v) Running the UPS through DG Supply.

(vi) By putting the DG supply OFF and running the UPS through batteries.

(vii) For PRS mode, by putting one unit OFF at a time for seamless load transfer.

(viii) By putting both the unit ON with batteries and check the load sharing of both the units.

(ix) Restore the original condition and check the output parameter of UPS.

(x)Replacemnt of all defective spare parts , components , accessories, other etc i.e required for function the UPS in helthy condition in free of cost till 8 yrs from the date of virtual completion.

B) The servicing of the UPS system including the battery bank shall be carried out**. However during warranty period of one year and AMC period of two years , defective batteries shall** be replaced with new batteries of similar rating and type, without any additional cost to the Bank, if required.

C) Penalty for delay in service during warranty and AMC period:

During the DLP or the CAMC period, any fault in the system shall be rectified within 4 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of 25% of the annual maintenance charges will be charged, if the defect in the system is not rectified within the period of 4 hours during the AMC period as stated above. **In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and at cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**

D) The payment towards AMC charges will be made half-yearly after satisfactory completion of the service and on submission of duly signed service reports.

22.0 Terms 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.

a. <u>First Stage Payment of contract</u>

60% value of the quoted rate shall be released on pro rata installment basis, after equipments is/are tested in the factory and on delivery done at site of the same together with all the ancillary items and are accepted at site by the Employers authorized representatives along with submission of following documents.

i. Manufacturer's inspection and test certificate
ii. Bank Guarantee towards Security Deposit (against execution of contract till handing over the ups)(Annex-6).
iii. Certificate that all the components, parts, subsystems, 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.
iv. Policies of insurance as per tender conditions.

b. <u>Final Stage Payment:</u>

(i) **40%** of the quoted rate against satisfactory completion of erection, testing, commissioning and handing over of the system to the Bank and on submission of a Bank Guarantee amounting to **10%** of the contract amount initially valid for a period of 4 years (1 year DLP+ 3years CAMC) in a form (Annex-6) acceptable to the Bank as security against due fulfillment of the terms and obligations of the Contract, guarantee period and service contract for CAMC period.

Other Issues

23. The contractor shall furnish an undertaking as per the enclosed proforma **(Annex-3)** that they will maintain the UPS system satisfactorily for a minimum period of 07 years from the date of expiry of the defect liability period at the rate quoted by them in this contract towards all-inclusive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

24. 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 totalled in order to show the aggregate value of the entire tender.

25. 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.

26. The successful tenderer 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.

27. The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hrs. / beyond office hrs. / Saturdays / Sundays / Bank's holidays.

28. The tenderer shall impart training to the Bank's Engineer(s) / Technician(s) on the system before handing over of the system without any charge to the Bank.

I / We hereby declare that I / we have read and understood the above instructions for the guidance of the tenderers.	
Witness	Signature of tenderer
Address	Address
Date	Date

Section III - Safety Code

General Safety

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 8m in length, the width between the side rails not less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.

5. The excavated material shall not be placed within 1.5m 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 protection of minimum height of 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 as 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.

14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.

Fire Safety

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.

2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.

3. Electrical power cables / wires used shall not have any joints and shall be properly rated.

4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.

5. 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.

6. Two buckets of water and sand shall be kept in an easily accessible area on the site.

7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.

8. Used paint drums shall be stored in specified store only after closing them properly.

9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.

10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.

11. None of the passages ways / roads / staircases at the Bank's premises shall be used for stacking / dumping any kind of materials / waste.

12. Both the staircase doors shall be normally kept closed.

13. None of the fire extinguishers shall be removed / shifted from its designated location.

14. Power supply shall be switched off from the mains when equipment is not in use.

15. 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.

16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

17. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.

Place: Signature and Seal of The Contractor

Date:

Section IV – The Conditions Hereinafter Referred To

Interpretation Clause

1.0 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	"Employer"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	"Contractor" (in the case of a partnership)	"Contractor" shall mean _____ _____and _____ trading in the name and style of__ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	"Contractor" shall mean Shri. _____trading in the name and style of_____and shall include his heirs, successors and legal representatives.
	(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 erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix Hereinbefore Referred To, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	"Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address 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 ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(g)	"Net Prices"	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h)	"The works"	Shall mean the "Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl" as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

Scope of Contract

2.0 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 Employer. The Employer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as" Employer's Instructions" regarding:

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

(b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or Specifications.

(c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.

(d) The removal and / or re-execution of any works executed by the Contractor.

(e) The dismissal from the works of any persons employed thereupon.

(f) The opening up for inspection of any work covered up.

(g) The amending and making good of any defects under section IV- clause 29.0 hereof.

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

Contractor 's Duties

3.0 Contractor's duties include the following:

a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.

b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.

c) Give required notices.

d) Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.

e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

4.0 The Contractor shall submit a statement of variations giving a 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.

Drawings, Schedule of Quantities & Agreement

5.0 The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. The contractor shall prepare the line diagram, system configuration drawing and other necessary drawings and documents, if any, for carrying out the work. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Drawings and Specifications to the Bank.

Work sequence

6.0 The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of premises

7.0 The site of the work is an occupied building. Contractor's use of premises shall be subject to following:

a) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.

b) Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

Contractor to provide everything necessary at his cost

8.0 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 same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal office functions

9.0 This project is a UPS system replacement work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

10.0 If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Client dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests. The Contractor shall perform such work during Client dictated hours and shall include all costs in its tender.

11.0 The Contractor shall keep noise levels below 75dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Client of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

Authorities, Notices and Patents

14.0 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 electric supply and other companies and / or authorities with whose systems, the installation 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 Employer, 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 receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under <u>section IV- clause 22.0</u> thereof.

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

14.2 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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.

Setting out of works

15.0 The Contractor shall set out the works and shall be reasonable 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 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 Employer.

Materials and workmanship to conform the descriptions

16.0 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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him 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 which the Employer may require.

Contractor's superintendence and representative on the works

17.0 The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the section V- "Appendix Hereinbefore Referred To". The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Dismissal of Workmen

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

Access to Works

19.0 The Employer and their respective representatives shall at all reasonable times have free access to the works and / or 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 and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

Assistant Manager (Tech.) / Manager (Tech.)

20.0 The term "Assistant Manager (Tech.) / Manager (Tech.)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager / Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.) / Manager (Tech.) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech.) / Manager (Tech.) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager / 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 any stage of the works or after the same is completed.

Assignments and Sub-letting

21.0 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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

22.0 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of section IV- clause 26.0 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

23.0 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 section IV- clause 26.0 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.

Sufficiency of Schedule of Quantities

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

Measurement of Works- annexure 13 guidelines

25.0 The Assistant Manager (Tech.) / Manager (Tech.) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech.) / Manager (Tech.) 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 Assistant Manager (Tech.) / Manager (Tech.) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of

measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

Prices for extra etc. ascertainment of

26.0 The Contractor may, when authorized by 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 Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of section IV- clause 5.0 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

<table>
<tr><td rowspan="2">(a)</td><td>(i)</td><td>The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.</td></tr>
<tr><td>(ii)</td><td>Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.</td></tr>
<tr><td>(b)</td><td colspan="2">The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.</td></tr>
<tr><td>(c)</td><td colspan="2">Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.</td></tr>
<tr><td>(d)</td><td colspan="2">Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed.</td></tr>
<tr><td colspan="3">The measurement and valuation in respect of the Contract shall be completed within the “Period of Final Measurement” stated in the section V- “Appendix Hereinbefore Referred To”, or if not stated, then defined in section IV- clause 25.0 hereof.</td></tr>
</table>

Unfixed materials when considered to be the property of the Employer

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

Removal of improper work

28.0 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the 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 payment due, or that may become due, to the Contractor.

Defects after virtual completion

29.0 Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the section V- "Appendix Hereinbefore Referred To", if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions 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, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any payment 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 payment 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 section II- clause 12.0 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in section IV- clauses 21.0 and 22.0, 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 provisions of this clause and section IV- clause 2.0 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of Virtual Completion and Defects Liability Period

30.0 The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

Nominated Sub-Contractor

31.0 All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and / or Specifications, who may be nominated or selected by the Employer are 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 whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing;

a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

Other persons employed by Employer

32.0 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. 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.

33.0 Insurance in respect of damage to person and property

33.1 The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including losses and damages due to fire, earthquake risk and damages during storage, erection, testing and commissioning, in the joint names of the**

Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

33.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work**. The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer.

33.3 The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract and also during CAMC period or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract**.

33.4 In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom.

33.5 Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

33.6 The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

33.7 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of Commencement and Completion

34.0 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the section V- "Appendix Hereinbefore Referred To" or such later date as may be specified by the Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the section V- "Appendix Hereinbefore Referred To", subject nevertheless to the provisions for extension of time hereinafter contained.

Damages for Non-completion

35.0 If the Contractor fails to complete the works by the date stated in the section V- "Appendix Hereinbefore Referred To", or within any extended time under section IV- clause 36.0 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the section V- "Appendix Hereinbefore Referred To" as "Liquidated Damages" for the period during which the said works shall so remain incomplete.

Delay and Extension of Time

36.0 If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and / or Specification or (e) by reason of Employer's instructions as per section IV- clause 2.0 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

Failure by Contractor to comply with Employer's instructions

37.0 If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and 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 or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer

38.0 If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of 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 Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer,

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

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

Or if the Employer determine that the Contractor;

(i) has abandoned the Contract, or
(ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
(iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
(iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
(v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days’ notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery 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 servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor 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 Employer 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 twenty 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 in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and

the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor

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

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 section IV- clause 26.0 hereof.

Certificates and Payments

40.0 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the section V- "Appendix Hereinbefore Referred To" as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as the "Defects Liability Period" in the section V- "Appendix Hereinbefore Referred To", from the Date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under section IV- clauses 2.0 and 29.0 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

40.2 The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

40.3 No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

40.4 Payments shall be made within the period named in the section V- "Appendix Hereinbefore Referred To" as "Period for Honouring Certificates" after such Certificates have been delivered to the Employer.

Delayed Payment

41.0 Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the section V- "Appendix Hereinbefore Referred To", carry interest at the rate named in the section V- "Appendix Hereinbefore Referred To", as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

Matters to be finally determined by Employer

42.0 The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under section IV- clauses 2.0(a), 2.0(b), 4.0, 7.0, 12.0, 19.0, 28.0, 29.0 (a, b, c, d, e, f) hereof (which matters are herein referred to as the "exempted matters") shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under section IV- clause 43.0 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by arbitration

43.0 In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Aizawl, India.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavour to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of dispute which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression “exempted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule and Final Acceptance certificate.

Right of technical scrutiny of final bill

44.0 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 or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

Employer entitled to recover compensation paid to workmen

45.0 If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen’s Compensation Act, 1923, or any statutory modifications 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 rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of Works

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

Return of surplus materials

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

Right of Employer to terminate Contract in the event of death of Contractor, if individual

48.0 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.

Accident Reports

49.0 In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports, the reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Non-disclosure Clause

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

Sexual Harassment of Women at Workplace

51. 0 The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of

any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.

51.1 Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

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

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

Marginal Notes

50.0 The notes in the box and in the catch lines hereto and in the Annex's hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annex's hereto.

Special Conditions: Progress of Work

51.0 Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.

52.0 The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

Section V – Appendix Hereinbefore Referred To

1.	Defects Liability Period	• For UPS System, 12 months from the date of Virtual Completion Certificate/handing over • For Battery Banks, 3 years from the date of Virtual Completion / handing over
2.	Period of Final Measurement	45 days from the date of final commissioning
3.	Date of Commencement	10th day from the date of letter of award of work.
4.	Date of Completion	Date of Virtual Completion Certificate
5.	**Liquidated Damages for non completion of the work within contract period, at the rate of**	**0.25% of the contract value per week, subject to a maximum of 10% of the contract value of the delayed period.**
6.	Value of Works for Interim Certificates	As per section II- para 22.0 of part-I.
7.	Period for Honouring interim Certificates	1 month .
8.	Rate of Interest for Delayed Payments (beyond 90 days of submission of final bill)	3% per annum.

List of Approved Makes

Sl. No.	Description of the Item	Approved Make
1	Batteries with fire retardant casing	Exide / Amaron Quanta / Panasonic /
2	MCCB/breaker	L&T / Siemens / ABB / Legrand
3	Unynyvin cable of FR	Finolex / Polycab / CCI / Gloster

Section VI – Technical Specifications,

1.0 General

1.1 The system shall consist of two nos. true online UPS(Architecture -Non modular) each of 40kVA capacity and connected in (N+1) parallel redundant mode through syncroniser . In case of additional power requirement in future, the increase in power should be possible by successively adding more UPS units in parallel to these UPS units without affecting the general operation of the system.

1.2 Each UPS shall be designed to operate in true online double conversion mode, and shall have galvanic **isolation through inbuilt/exeternal isolation transformer at UPS input** to cover online as well as static bypass path of suitable capacity for meeting out UPS full load, losses of UPS, and fully drained battery charging load etc.

1.3 Each UPS shall have separate enclosure / cabinet and separate input link .

1.4 Each UPS shall have its own static switch, IGBT based rectifier / charger, and IGBT based inverter, based on digital signal processing technology (DSP), and the battery bank.

1.5 Static bypass module shall ensure the instantaneous transfer of load to the bypass AC source input. Manual maintenance bypass switch shall isolate the UPS for maintenance and transfer the load to the bypass AC source input.

1.6 In case of malfunctioning of one of the UPS units, the defective UPS unit shall be isolated from the system automatically and the full load will be met with by the other healthy UPS unit.

1.7 In case of failure of both the UPS units due to internal faults the load shall be fed by the bypass mains automatically, provided the mains voltage and frequency are within acceptable limits.

1.8 In case of excessive temporary over loads, the system shall be designed to switch over to the bypass mains provided the mains voltage and frequency are within acceptable limits. After removal of the temporary overload, the system shall automatically switch back to UPS mode from bypass mode.

1.9 Each UPS shall have complete isolation facility by means of MCCBs / MCBs at battery bank, input, and output, so that in the event of failure of one UPS, it can be repaired without switching off the other UPS, and thus continuous output from the healthy UPS to the load can be ensured.

2.0 Site condition inspection

2.1 Prior to beginning installation of equipment, the Contractor/ vendor shall examine existing system and UPS room areas and verify the feasibility at site and satisfy that the site is ok in all respect for SITC(supply , installation, testing and commissioning) of the UPS in all respect. If any short fall / deficiency found, he should immediately bring that matter to the notice of the Employer in writing .

2.2 The Contractor shall not proceed with the installation until work place conforms to the project requirements.

3.0 Product Delivery, Storage and Handling

3.1 The material shall be delivered only in the Contractor's original, unopened, protective packaging.

3.2 The material shall be stored in its original protective packaging for preventing soiling, physical damage, or damage due to moisture ingression.

3.3 The equipment and exposed finishes shall be carefully protected from damage and stains during transportation, erection, and construction.

3.4 The contractor shall allocate available site storage area efficiently and coordinate their usage with the Employer and other trades.

3.5 The Contractor shall provide suitable temporary, weather-tight storage facilities as may be required, for materials that will be stored in the open. No material shall be stored on landings.

4.0 Product Delivery, Storage and Handling

4.1 The material shall be delivered only in the Contractor's original, unopened, protective packaging.

4.2 The material shall be stored in its original protective packaging for preventing soiling, physical damage, or damage due to moisture ingression.

4.3 The equipment and exposed finishes shall be carefully protected from damage and stains during transportation, erection, and construction.

4.4 The contractor shall allocate available site storage area efficiently and coordinate their usage with the Employer and other trades.

4.5 The Contractor shall provide suitable temporary, weather-tight storage facilities as may be required, for materials that will be stored in the open.

5.0 Input and Output Power Supply Arrangement

5.1 The Bank shall provide 3 phase incoming power supply switch / MCCB for each UPS unit and 3 pahse output load panel for taking UPS power, in the UPS Room.

5.2 The rate quoted for the UPS System shall also include for the following:

a) A closed, IP54 grade common paralleling output panel wall mounting with tinned copper bus bar, and a common output circuit breaker of required rating for paralleling each of the UPS outputs from their respective circuit breakers and taking a common output cable to the Bank's output load panel.(the approximate distance between busbar panel to ups out put will be 5 mt per phase)

b) Supply and connecting all UNINYVIN copper cables rated for full load of UPS as per standard, from the incoming switch / MCCB to both the UPS units and from each of the UPS outputs to the common paralleling output panel and then to the Bank's output load panel. The cable shall be terminated properly with copper lugs as per standard and as required. This also include UNINYVIN copper cable from UPS to battery racks. The approximate distance between customer input MCCB to UPS Input is 5 mtr/ phase and battery bank to ups is 5 mtr / phase.

6.0 Earthing

6.1 The Bank shall provide the earth point in the UPS room. The rate quoted for UPS System shall also include for supply and connecting the copper earth conductor of required capacity from the existing earth point to the various equipment of the UPS system such as UPS units, common paralleling output panel, battery rack etc.(apppriximate distance 5 mtr for individual earthing terminal to banks earth point)

7.0 Technical Specifications for each new unit of UPS

All the bidders are advised to submit the technical specifications offered by them in a tabular form along with the Part-I of the tender document. The supporting datasheets of the equipment shall also be uploaded by the bidders.

	Technology	
A	**Input**	
	Rectifier	IGBT based PWM Rectifier
1	Voltage	400V ± 15%, 3 phase and neutral
2	Frequency	50Hz ± 6%
3	Current Harmonics (THDi)	≤ 3%
4	Rectifier DC Voltage Ripple at the battery bank	< 1%
5	Rectifier capacity	Rectifier should be able to charge the battery banks in fully discharged condition, and supply power in full load condition during normal operation
6	Power factor	0.99
B	**Output**	
	Inverter	IGBT based PWM Inverter
1	Voltage	400V ± 1%
2	Frequency	50Hz ± 1%
3	Distribution	3 phase and neutral (4 wire system)
4	Capacity of each UPS unit	40kVA for each unit.
5	Overload	125% for 10 minutes. 150% for 1 minute.
6	Voltage Regulation	
	a. Static Regulation	±1% during steady state condition.
	b. Dynamic Regulation	Not to exceed ±5% when load, equivalent to 100% of the total capacity, is cut in or cut out.
7	Recovery Time	Less than 20 milliseconds in all the above conditions.
8	Output voltage Wave Form	Sinusoidal
9	Output voltage Distortion with 100% linear load	< 1%
10	Voltage THD at 100% non-linear load	≤ 3%
11	Crest Factor	3:1
12	Output / Load Power Factor	0.9 lagging. The UPS and the battery bank should be designed based on this load power factor.

13	No-load Losses, including that of isolation transformer	≤ 4% of rated capacity.
14	Minimum Overall Efficiency in true online double conversion mode (AC to AC, including isolation transformer and without battery bank)	at 100% of rated capacity and 0.9 lag pf- 92% at 75% of rated capacity and 0.9 lag pf - 92% at 50% of rated capacity and 0.9 lag pf - 91% at 25% of rated capacity and 0.9 lag pf - 90%
C	**Battery Back-up**	**30 Minutes back up for single unit UPS of 40 KVA load**
	Nos of battery bank	**two**
1	Make of the batteries	Panasonic / Exide / Amraron
2	Type of the batteries	SMF and Fire retardant casing.
3	Voltage of each battery	12 volt
4	Ah rating of each battery	as per OEM design
5	Additional requirement of Batteries, if any.	**Battery Calculation sheet to be furnished with part 1 of tender .**

8.0 Features to be provided

a) Bypass switch for manual maintenance.
b) Static bypass switch without interruption to output supply.
c) Emergency trip to trip entire UPS (input to the UPS, batteries, output from the UPS, and bypass shall be disconnected with the help of breakers on activation of emergency trip).
d) Output voltage adjustment for ±15V.
e) Battery circuit breaker for each battery bank.
f) Galvanic isolation for neutral- Isolation transformer of suitable capacity must be provided in the system internally on the input side.
g) Reverse phase sequence protection for each UPS, which shall be capable of correcting the input phase sequence, and the UPS shall not go to battery mode under such condition.
h) Online temperature display.
i) Online battery monitoring & battery alert.

9.0 Alarm Indication / Trips

a) Output frequency error.
b) Output voltage error.
c) Load on mains.
d) Load on batteries.
e) Battery voltage low.
f) Low input frequency.
g) Equipment over temperature.
h) Equipment overload.
i) Ventilation fan failure.

j) Battery output breaker open.

10.0 LCD Display

The associated LCD display shall be able to provide the following measurement options.

10.1 Voltage

- Input converter (phase 1-2-3 / neutral)
- Input bypass (phase 1-2-3 / neutral)
- UPS output (phase 1-2-3 / neutral)
- Battery

10.2 Current

- UPS input (phase 1-2-3)
- UPS output (phase 1-2-3)
- Battery charging / discharging

10.3 Frequency

- UPS input
- UPS output

10.4 Battery

Remaining back-up time available.

10.5 Power

- UPS active output (phase 1-2-3)
- UPS reactive output (phase 1-2-3)
- UPS %load (phase 1-2-3)

11.0 Environmental conditions

Ambient Temperature	-	0°C to 40°C
Ambient Relative Humidity	-	0% to 95% non-condensing
Room Cooling	-	natural / exhaust / air-conditioned
Equipment Cooling	-	shall be done by means of adequate nos. of exhaust fans of suitable capacity.

12.0 Protection

a) Fast acting semi-conductor fuses.
b) Current limiting features.
c) Suitable protection for DC filter capacitors.
d) Protection for control circuits.
e) Inverter tripping without fuse failure on output short circuit.

13.0 Enclosure

Cable entry shall be possible through top / bottom / sides of the enclosure.

14.0 Noise level

Not to exceed 70dBA, when be measured at 1 meter away from the body of UPS.

15.0 Communication features

The UPS shall have the following communication features;

a) RS232 / RS485 serial port(s)
b) LAN connectivity interface, SNMP port to monitor the UPS using LAN.

16.0 Battery back-up

16.1 The each battery bank shall consist of required No. of 12V Valve Regulated Lead Acid (VRLA) SMF ,batteries with fire retardant casing. Sealed Maintenance Free (SMF) batteries of required, with minimum 30 minutes back up per single UPS of 40 kva load **excluding isolation transformer load**. **The warranty period for batteries should be 3 years from date of virtual completion**. Any defective battery is to be replaced with similar rating and specification (FR Casing) within a period of 48 hours after lodging the complaint by the Bank over phone / mail / text. There will be a penalty of Rs. 500/- per day per battery, if the defective battery is not rectified / replaced within a period of 48 hrs. after lodging the complaint by the Bank over phone / mail / text.

16.2 The rack of the battery bank shall be made of MS angle framework of adequate size and strength, so as to accommodate all the required no. of batteries for each UPS and shall have suitable clearance for ventilation and maintenance of batteries. The rack shall be powder coated. The interconnection of battery shall be with single core, PVC insulated, fire retardant copper cables of suitable size and capacity, with necessary terminal blocks, nuts, bolts etc., and the cable shall be dressed for its entire length in a neat manner. The suitable capacity MCCB / MCB shall be mounted outside the rack to isolate the battery bank in case of emergency or during maintenance.

16.3 Each of the 2 nos. of UPS units shall have separate battery bank with back-up of 30 minutes each for 40kVA at 0.9 lag pf, with required number of batteries, with adequate no. of battery inter-connection, jumper cables, terminal connectors, etc.

16.4 To substantiate the selection of number and size of batteries, the relevant detailed calculations shall be furnished along with the selection chart / graph. The end cell voltage after discharge of batteries shall not be less than 1.75VX6XNo of battery .

17.0 Advance Battery Management

17.1 To prolong the battery life, the UPS shall be provided with temperature-compensated battery charging and protection against over-charging of battery. Protection against deep discharge of batteries shall also be incorporated.

17.2 The UPS shall have an arrangement for online battery testing periodically and alert messages / indications should be generated in case of any abnormality in the battery bank parameters.

18.0 Remote Indication Panel

18.1 The remote indication panel must indicate load on mains, load on battery, load on bypass, etc.

18.2 Audio and visual alarm should be provided with reset / acknowledgement facility when UPS switches over to battery / bypass mode.

18.3 The scope of work includes the wiring / necessary cabling, laid in suitable size and grade PVC conduit, to connect the indication panel with UPS, for up to 100 meters.

19.0 Testing of UPS system:

19.1 UPS system shall be tested in the manufacturer's factory / contractor's works to ascertain the compliance of offered specifications

19.2 Before offering the UPS System to the Bank for testing, the firm shall carry out the various tests mentioned, in their factory and forward the copy of those test reports to the Bank along with invitation for Bank's testing. All the testing facilities should be available at the time of testing of UPS by the Bank's engineers. Satisfactory performance at this stage meeting the prescribed limits will be considered for acceptance of the UPS. UPS which falls short of prescribed specifications is **liable to be rejected.**

19.3 Further, the UPS system shall be tested at the site by the Bank's engineer(s) for proper functioning and performance.

19.4 Details of instruments used for testing:

Type	Make	Model	Date of Calibration
Power Analyzer			
Multi-meter			
Storage type CRO / DSO			
Load			

The following tests shall be performed;

19.4 Input voltage variation test: To be carried out at rated load condition (at resistive load of required kW). Vary the input voltage to the UPS and note the readings. The parameters recorded are input voltage, input current, DC Voltage, DC Current, output voltage, output current, output waveform distortion, and RMS ripple on battery terminal.

Input Voltage	Output Voltage	Output Voltage Harmonics	Ripple at Battery Terminal
340V			
400V			
460V			

This test shall give following results;

a) Output voltage Range, output voltage should be 400V ± 1% over the entire range of input voltage (396V to 404V)
b) Output voltage waveform distortion over entire range at linear load. (For this test the battery is not connected at battery terminal.)

c) Ripples at battery terminal.

19.5 Measurement of input power factor, input current harmonic distortion and efficiency: For this test, the input voltage is kept nominal, i.e. 400V, and the rated load is connected at the output. The parameters measured are input power, input current, input voltage, input power factor, input current harmonic distortion, output power, output voltage, output frequency, output waveform distortion and DC Voltage and DC Current (for this test also battery is not connected at battery terminal).

This test shall give following results;

a) Input power factor (should be better than 0.99)
b) Input current harmonic distortion (THDi)
c) Overall AC to AC efficiency at 100% load

19.6 Output wave form distortion test on non-linear load (rectifier type load): This test is carried out by keeping the input voltage nominal. Then connect non-linear load (rectifier load) and measure the output wave form distortion for output voltage & output current.

This test shall give the output voltage wave form distortion on non-linear load, as result.

19.6 Transient response test: The test is carried out by connecting rated resistive load. Keep input voltage nominal and connect digital storage oscilloscope / power analyser at UPS output. Apply 0 to 100% step load of rated capacity, the output waveform condition at that point is to be measured. Measure the difference between the output waveform peak value before and after the application of load. Calculate the recovery time and percentage dip in output voltage.

This test shall give UPS capability to cater to transient load conditions, as result.

19.7 Unsurpassed Short Circuit handling capacity test: This test shall ensure that the UPS has a power to clear the branch circuit fuse of 20% rating without whole UPS getting tripped in the event of short circuit occurring at one of the branch circuits. Carefully connect the HRC fuse / MCB rated at 20% of the UPS rating at the output of the UPS through MCCB. Short the UPS output through the HRC fuse / MCB and note the results. Fuse should blow or MCB should trip without tripping of UPS.

19.8 Output dead circuit test: This test shall ensure UPS has capability to face dead short circuit condition without creating any damage within itself. Keep input voltage nominal. Ensure UPS is working in normal mode. Measure output voltage at UPS output. Carefully create a dead short circuit condition at UPS output through MCCB and switching it on. The UPS output will be shorted through link created by the said MCCB, directly. The UPS should trip due to its short circuit, without any damage to itself. Then switch the MCCB off, thereby removing short circuit at the UPS output. Reset the fault condition in UPS and the UPS should restart again giving normal output without any problem.

19.9 Test for parallel redundant mode: Connect rated load at UPS output and check output current shared between two UPS units (current values should be having equal magnitudes).

Current	UPS-1	UPS-2
R-phase		
Y-phase		
B-phase		

Check transfer of load from UPS-1 to UPS-2 in event of failure of any one of the UPS. It should not cause any break to the load, which can be observed on digital storage oscilloscope. Check the transfer of load to bypass when both the UPS fail or trip. The transfer and re-transfer of load should be smooth without any interruption to the load.

19.10 Efficiency Test: Connect the rated 0.9 pf lag load and note down the Input kW and Output kW of the UPS by using 3 phase power analysers. Ensure that the isolation transformer is also connected. In case the firm provides only resistive load, current corresponding to rated load in kW at 0.9 pf lag (at 100%, at 75%, at 50% & at 25%) should be passed through the UPS system by providing required amount of resistive load and efficiency may be computed.

Load on UPS	Input (kW)	Output (kW)	Tested Efficiency (%)	Committed Efficiency (%)	Observation
100% load at 0.9 pf lag					
75% load at 0.9 pf lag					
50% load at 0.9 pf lag					
25% load at 0.9 pf lag					

19.11 Overload Test:

a) 125% Overload: Connect the 125% of the rated resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 10 minutes.

b) 150% Overload: Connect the 150% of the rated resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 1 minute.

19.12 No Load Losses Test: Note the power input of the UPS when no load is connected at the output and without battery and compare with the specifications.

19.13 Output Voltage Regulation (at 100% Load):

- Output Voltage at No-load (Vnl): _____V
- Output Voltage at 100% load.(Vfl): _____V
- %Voltage Regulation: [(Vnl - Vfl) / Vnl] x 100= _____%

19.14 Testing of input Frequency Range at no load: Vary the input frequency from 47Hz to 53Hz while keeping the batteries off and observe the output voltage frequency. It should be within 49.5Hz to 50.5Hz.

19.15 RS232 / RS485 and SNMP Communication Port: Availability of the same to be checked and verified.

19.16 Battery Backup Capacity Test:

Details of battery Bank:

- Number of Batteries: _____ nos.
- Ah of each Battery: _____ Ah
- Make of batteries: _____
- Desired Back up time: _____ minutes
- Rated resistive load in kW: _____ kW

a) Note down the initial charged voltage of each battery before start of battery discharge.
b) Connect the rated resistive load on the UPS before start discharging the batteries and note down.
c) Start discharging the batteries and note the reading at a gap of 3 minutes.
d) The tripping voltage of the battery bank should be equal to (1.75 x 6 x no. of batteries) volts.

Time (min.)	Battery Bank Voltage (V)	Connected Load (kW)	Battery Discharge Current (A)	Observation

19.17 On Line Battery Testing: Availability of the same to be checked and verified.

19.18 Auto Restart Test: The mains should be switched on after the batteries are completely drained to check the auto restart feature of the UPS. The UPS should come back in normal operation after resumption of the power supply.

19.19 Protections: Note the details.

19.20 Emergency trip: Test with the help of emergency push button, confirm the tripping of battery circuit breaker, rectifier input and inverter output breaker and bypass section isolation as set out in the Technical specifications.

19.21 AC input Failure Test: Switch off the input supply and the load shall be shifted to battery without any interruption (record the load transfer waveform).

19.22 AC input Return Test: Switch on the input supply and the load shall be shifted to rectifier without any interruption (record the load transfer waveform).

19.23 Phase Reversal Test: The Phase sequence of input may be altered and functioning of UPS on main supply may be ensured.

19.24 Heat Run Test at Full Load: Each UPS to be tested on rated load at 0.9 pf lag for 4 hours. In case the testing is done with resistive load for the rated kW, the firm shall provide manufacturer's test certificate to establish the temperature rise under 0.9 lag load conditions for the rated kW, in addition to heat run test conducted for 4 hours with resistive load.

Parameter	UPS-01	UPS-02	Remarks on temperature rise

Starting Time:			
Finishing Time:			
Output kW:			

19.25 Remote Indication Panel Test: This is to be tested for various indications and alarms as per specifications

19.26 Any other test as required to check and verify the specifications schedule.

20.0 UPS acceptance testing at site.

20.1 After testing at factory / contractor's premises, before delivery to the site at the Bank's Office Building in Aizawl, Kerala, to confirm the technical specifications furnished by the bidder. The relevant test reports shall then be forwarded for the Bank's examination. The test results will be further confirmed / verified during the acceptance testing by the Bank's engineer(s).

20.2 All the testing facilities should be available at the time of testing of UPS by the Bank's engineers, at site.

20.3 Tenderers may please note that the UPS system not found to be conforming to the technical specifications set out / accepted in the tender, during the above testing, is liable to be rejected.

21.0 The tenderer shall impart training to the Bank's engineers / Technicians on the system before handing over of the system, without any charge to the Bank.

22.0 Maintenance

22.1 The Contractor shall assign competent personnel, employed and supervised by him, and acceptable to the Employer. Detailed scope of maintenance is given in section II- para 21.0 of part-I of the tender document.

22.2 Maintenance during Warranty:

a) The Contractor shall guarantee that the materials and workmanship of the equipment installed by him under these specifications shall be first in class in every respect. He will make good at his own cost any defects which may develop within one year from the date of commissioning of the installation, ordinary wear and tear and improper usage exempted. This clause does not preclude any remedy the client may have for latent defects.

b) Defective is defined to include system failures, performance below required minimum, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, etc., and similar unsatisfactory conditions.

c) The Contractor shall provide preventive maintenance and emergency call-back service for one year commencing from the date of commissioning of the installation. All equipment shall be systematically examined, adjusted, cleaned, and lubricated. Defective parts shall be repaired or replaced using parts produced by the manufacturer of installed equipment (OEM).

d) The Contractor shall make modifications and adjustments to meet performance requirements specified herein.

22.3 Contract Preventive Maintenance:

The Contractor shall quote yearly cost for fully comprehensive preventive maintenance commencing upon completion of the warranty period specified. The annual maintenance agreement shall provide base maintenance with cost decided upon terms and conditions of the agreement, including call outs at no additional cost to the Employer during the buildings operating hours.

Place: Signature and Seal of The Contractor

Date:

Section VII – Checklist of Commercial Conditions

Sl. No.	Description	The Bank's Terms	Acceptance of the Bank's Terms (Yes / No)
1	Validity of Tender	90 days from the date of opening of Part-I.	
2	Earnest Money Deposit (EMD)	**Rs.32,000./- (Thirty two thousand only)**	
3	Terms of payment for work.	As per section II- clause 22.0 of Part-I of the tender.	
4	Terms of payment for CAMC.	Half yearly payment after satisfactory completion of the service and submission of duly signed service reports.	
5	Technical Specifications	As per Part-I of the tender.	
6	Terms, Conditions and Payment terms during CAMC.	Confirm that the terms, conditions and payment terms for the CAMC and conditions for renewal of CAMC as per the tender provision are acceptable.	
7	Warranty Period / DLP	i. **12 months for UPS** System from date of handing over of the entire work including defective material & workmanship. ii. **3 years for the battery banks** from the date of handing over of the system including defective material and workmanship.	
8	Service after sales	Free of cost during the warranty period (DLP) & CAMC period , including replacement of any material / assembly / equipment / software if found necessary. DLP for battery is 3 yrs .	
9	Completion Period	**60 days** from 10th day of letter of award of work .	
10	Liquidated Damages for non completion	As per part 1 , tender condition	
11	Penalty for delay in providing service during CAMC	As per Part-I of the tender.	

12	Service Facility	**Shall be available at Aizawl and approachable on telephone, pager, and mobile.**	
13	Committed period for system CAMC	At least 07 years after one-year defect liability period (DLP).	

Place: Signature and Seal of The Contractor

Date:

Annexure-1

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
General Manager (Officer in Charge)
Premises Section
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

We ..... (name of the bidder and address of their registered office) do hereby constitute, appoint, and authorize Mr. / Ms. …… …… (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of …….…. as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (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.

Signature of Mr. / Ms. …….…… is attested below:

Signature(s) of the Bidder:

Name(s), Stamp / Seal of the Bidder:

Note: Power of Attorney should be properly stamped, and notarized Power of Attorney furnished by Contractor shall be irrevocable.

Annexure-2

PROFORMA OF UNDERTAKING FOR SITE VISIT BY CONTRACTOR

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

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

We, ……, the tenderer for the above work, hereby confirm that, we have visited the site and understood the proper details of the existing UPS system at the premises, and, the scope of work for the proposed new UPS system (including battery banks).

The site is feasible for installation of the ups .

Yours faithfully,

(…….)
Authorized Signatory

(Name and Address of the Company with Company Seal)

Place:

Date:

Annexure-3

PROFORMA OF UNDERTAKING FOR MAINTENANCE CONFIRMATION BY THE BIDDER

(To be issued by the bidder of the offered make of equipment on his letterhead, if the bidder is not the original equipment manufacturer (OEM))

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

We hereby undertake to maintain the UPS system (including battery banks) to be installed by us in your above premises satisfactorily, for a period of not less than 07 years after expiry of the defect liability / warranty period, at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s …….., the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide all-inclusive annual maintenance service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

(…….)
Authorized Signatory

(Name and Address of the Company with Company Seal)

Place:

Date:

Annexure-4

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

Ref: **NIT / Advt. No…….., dated……...**

WHEREAS

The Reserve Bank of India, Aizawl 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 bidder and address of their registered office), (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

1.0 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).

2.0 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.

3.0 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.

4.0 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 Clients / Constituents 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 up to …… (…….. 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.

Authorized Bank Official ‘s Signature (with Seal)

Name:

Designation:

Place:

Date:

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 with
Name, Address and Date

(2) Signature with
Name, Address and Date

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

Annexure-5

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made on the _____ day of _____ between the Reserve Bank of India, Aizawl, Lissie Jn., Kaloor, Aizawl- 682018, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai- 400001 (hereinafter called "the Employer") of one part and _____ (hereinafter called "the Contractor") of another part.

WHEREAS the Employer is desirous of carrying out the work of **'Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl'**. And has caused specifications and schedule of quantities describing the works 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 and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and / or described in the said 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 "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1.0 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.

2.0 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.

4.0 The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

5.0 The said Conditions, Appendix and various schedules thereto and any correspondence exchanged between the Bank and the firm from the date of opening Part-I of the tender till the date of letter of acceptance of their tender 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.

6.0 The plans, agreement and documents mentioned herein shall form the basis of this Contract tender part 1 &2 .

7.0 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of **'Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl'**, subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates / amounts contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

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

9.0 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.

10.0 Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within **60 days** from the 10th day of date of work order subject nevertheless to the extension of time in writing by such form(ie. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

11.0 Bank Guarantee during execution of work:

On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent)** of the contract value in the form of a Bank Guarantee (Security Deposit) from any scheduled Bank in the form prescribed by the Bank as per **Annex-6** (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. The NEFT / DD / Bank Guarantee (BG) towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit for the due fulfilment of the contract, shall be valid for the contract completion period up to the date of handing over of the UPS system.

Bank Guarantee during Defect Liability Period and CAMC period:

After completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per Annex-6, for due fulfilment of the terms and obligations of the DLP and CAMC contract, **for an amount equal to 10% of the net capital cost of work valid for initial 04 years and thereafter for an amount of 5% of the net capital cost of work for rest 04 years.** The BG shall be renewed 4 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of eight (08) years (one-year DLP and 07 years CAMC).

13.0 Minimum base rates for the Comprehensive AMC: The minimum base rate for AMC is the amount quoted in the tender part 2 and It will be renewed as per escalation the formula metioned in the part 1 of the tender .

For Comprehensive AMC: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject only to escalation formulae indicated in the tender.

14.0 Warranty and All-Inclusive Maintenance Contract (CAMC)

The equipment supplied shall be guaranteed against all types of defects for a **defect liability period (DLP) of 12 months from the date of virtual completion for entire UPS system and 3 years for Battery banks.** Any defects in the system / sub-assemblies, found within the guarantee period, shall be rectified / replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at bi-monthly interval or earlier and attending to ANY NUMBER of breakdown calls as prescribed by the manufacturer and as mutually agreed to during this period.(detail part 1 of the tender documents)

14.1 All-inclusive / Comprehensive Annual Maintenance Contract (CAMC)- The renewal of AMC shall be done based on the formula mentioned in the tender .

14.2 Scope of works during CAMC(up to 7 yrs).

A) The scope of work shall include the following in addition to the terms and condition of part1 of the tender.

(i) The voltage between phase, neutral and earth may be measured periodically.

(ii) Periodic measurement of cell and terminal voltage to be carried out to prevent open circuit while the UPS is on battery mode.

(iii) After ensuring the good health of batteries, these should be discharged periodically by operating the UPS on batteries.

(iv) The UPS to be checked periodically by putting the main supply off and running the UPS through batteries.

(v) Running the UPS through DG Supply.

(vi) By putting the DG supply OFF and running the UPS through batteries.

(vii) For PRS mode, by putting one unit OFF at a time for seamless load transfer.

(viii) By putting both the unit ON with batteries and check the load sharing of both the units.

(ix) Restore the original condition and check the output parameter of UPS.

x) Repalcemnt of all defective spare parts , componets , hardware or software etc which are required to keep the UPS in healthy condition till 8 yrs in free of cost .(detail part 1 of the tender .)

B) The preventive servicing of the UPS system including the battery bank shall be carried out to ensure that ups is working in healthy condition. However, the AMC rate shall not include the cost of

replacement of batteries after 3 yrs . However during warranty period of first 3 year, defective batteries shall be replaced with new batteries of similar rating and type, without any additional cost to the Bank, if required.

C) Penalty for delay in service during warranty and AMC period:

During the DLP or the CAMC period, any fault in the system shall be rectified within 4 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of 25% of the annual maintenance charges will be charged, if the defect in the system is not rectified within the period of 4 hours during the AMC period as stated above. In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and at cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

D) The payment towards AMC charges will be made **half-yearly** after satisfactory completion of the bi-monthly service and on submission of duly signed service reports.

15.0 All payments by the Employer under this Contract will be made only at Aizawl.

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

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

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

18.1 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.

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

19.0 The contractor shall comply with the provisions of Prevention of Sexual Harassment at workplaces Act.

19.1 The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

19.2 Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

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

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

19.5 The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents 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 presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.	*If the contractor is a company.*

Signature clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
Shri. _____

(Name and Designation)

In the presence of

(1) _____
_____
_____

(2) _____
_____
_____

(Witnesses)

Signature clause

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

SIGNED AND DELIVERED by

In the presence of

(1) _____
_____
_____

(2) _____
_____
_____

(Witnesses)

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

(1) _____
_____
_____

(2) _____
_____
_____

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

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

(1) _____
_____
_____

(2) _____
_____
_____

SIGNED AND DELIVERED by the Contractor by the hand of Shri. _____ and duly constituted attorney.

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

Annexure-6

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

Ref: **NIT / Advt. No…….., dated……...**

WHEREAS

The Reserve Bank of India, Aizawl having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has awarded the Contract for the captioned work (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 Rs. ……. (Rupees …… only) 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. ……. (Rupees ……. only) as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1.0 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 have not performed their 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 Security Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. ……. (Rupees …… only).

2.0 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 the RBI any money so demanded notwithstanding any dispute(s) 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.

3.0 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.

4.0 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 Clients / Constituents in Contracting 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 up to …… (…….. days beyond the Defect Liability Period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Bank Official ‘s Signature (with Seal)

Name:

Designation:

Place:

Date:

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 with
Name, Address and Date

(2) Signature with
Name, Address and Date

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

Annexure-7

PROFORMA FOR PROVIDING INPUT FOR PAYMENT VIA NEFT / RTGS / ECS -MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code

3B. Supplier's PAN Number: #

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

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

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS* / NEFT / MICR- Code of the Branch:**

RTGS:																					
NEFT:																					
MICR:																					

RTGS* - “Real Time Gross Settlement”, NEFT** - “National Electronic Fund Transfer”. MICR- Magnetic Ink Recognition Character. The “IFSC” Codes are unique numbers of each Branch – “Indian Financial Services Code”. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

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

Savings Bank Account:		**Cash Credit Account:**		**Current Account:**	

11. Bank Account Number of the Supplier: ©

© Fill up from the 1st columns. 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 MDL 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:

Annexure-8

PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST NON-COMPLIANCE TO CONTRACT LABOUR RULES / REGULATIONS

(On Non-Judicial Stamp Paper of appropriate value)

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

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

We also hereby fully indemnify and keep indemnified the Employer, i.e. the Reserve Bank of India, against payments to be made to the contract labour 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 M/s ……

(…….)
Authorized Signatory

(Name and Address of the Contractor with Sign and Seal)

Place:

Date:

Annexure-9

PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST PATENT RIGHTS

(On Non-Judicial Stamp Paper of appropriate value)

To,
General Manager (Officer in Charge)
Human Resource Management Department
Reserve Bank of India, Aizawl.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 2x40kVA Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl.**

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

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

Yours faithfully,

For M/s ……

(……)
Authorized Signatory

(Name and Address of the Contractor with Sign and Seal)

Place:

Date:

Annexure-10

PROFORMA FOR LIST OF CLIENTS

(For whom works of similar scope, each qualifying minimum eligibility criteria, have been completed in the last 5 years.)

Sl. No.	Details	Client no. 1	Client no. 2	Client no. 3
1	Name, address, fax and telephone nos.			
2	Project name, location and address.			
3	Brief details of the work.			
4	Value of work as completed.			
5	Date of award of contract.			
6	Date of completion of work.			
7	Whether the work was carried out under architect / consultant, if so, details.			

Note: Add more columns in case of more than 3 clients.

Place: Signature and Seal of The Contractor

Date:

Annexure-11

PROFORMA FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name and Address of the Client:

Details of Works executed by M/s …….. (name of the Contractor).

1. Name of work with brief particulars:
2. Agreement no. and date:
3. Agreement amount:
4. Date of commencement of work:
5. Stipulated date of completion:
6. Actual date of completion:
7. Details of compensation levied for delay (indicate amount), if any:
8. Gross amount of the work completed and paid:
9. Name and address of the authority under whom works were executed:
10. Whether the contractor employed qualified Engineer / Overseer during execution of work?
11. (a) Quality of work (indicate grading):

    (Outstanding / Very Good / Good / Satisfactory / Poor)

    (b) Amount of work paid on reduced rates, if any:
12. (a) Did the contractor go for arbitration?

    (b) If yes, total amount of claim:

    (c) Total amount awarded:
13. Comments on capabilities of the contractor:

    (a) Technical Proficiency:

    (Outstanding / Very Good / Good / Satisfactory / Poor)

    (b) Financial Soundness:

    (Outstanding / Very Good / Good / Satisfactory / Poor)

    (c) Mobilization of adequate T & P:

    (Outstanding / Very Good / Good / Satisfactory / Poor)

    (d) Mobilization of manpower:

    (Outstanding / Very Good / Good / Satisfactory / Poor)

(e) General behaviour:

(Outstanding / Very Good / Good / Satisfactory / Poor)

Place:

Signature of Reporting Officer with Office Seal
(Officer of rank of Executive Engineer or equivalent.)

Date:

Note: All columns shall be filled in, properly ‘counter signed’.

Annexure-12

PROFORMA FOR BANKERS' CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm:
   (whether Partnership / Private Limited / Proprietorship / Public Limited.)

2. Name of the Proprietor / Partners / Directors of the firm:

3. Turnover of the firm for the last 3 years (year wise):
4. Credit facility / Overdraft facility enjoyed by the firm:

5. Dealings:

6. The period from which the firm has been banking with your bank:

7. Any other remarks:

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

Place:

Date:

Authorized Bank Official 's Signature with Bank's Seal

Note:

1. Bankers' certificates shall be on letter head of the Bank, sealed in cover, addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Annexure 13

Computerized Measurement Book(guidelines for contractor)

i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

ii) All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.

iii) All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

After the necessary corrections made by the Engineer-in-Charge or his authorized representative the measurement sheets shall be returned to the contractor for incorporating the corrections and for re-submission to the Engineer-in-Charge for the dated signatures by the Engineer- in Charge and/or his authorized representative and the contractor or their representatives in token of their acceptance.

iv) Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

v) The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill

is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.

vi) The contractor shall also submit to the Employer separately his computerized Abstract of Cost as perform at annexed hereto and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

vii) The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative. viii) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with

the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or

any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.

ix) The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in

writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in- Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

x) Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

xi) It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects.

Part II

Price Bid

Design, Supply, Installation, Testing, and Commissioning of 2x40kVA(one set) Uninterrupted Power Supply System in N+1 Parallel Redundant Mode (Including the Battery Banks) at Office Building, Reserve Bank of India, Aizawl

Part-II
(Price Bid)

Sl. No	Description of Item	Qty.	Rate (including GST)	Amount (including GST) (rate x quantity)
1	Supply, installation, testing and commissioning of Two Nos. of true on-line UPS, each of 40kVA capacity, connected in N+1 parallel redundant mode, with capability to connect more UPS units of same capacity in parallel, including circuit breakers, common paralleling bus bar panel, isolation transformers made of copper winding with CRGO laminations, interconnecting cables, copper earth conductors etc., as per data sheet, detailed specifications, schedule of work and scope of work given in Part-I.	1 (set)		
2	Supply, installation, testing and commissioning of two Nos battery bank of each for 40kVA load ,(30 mnts back up for each 40 kva ups), including battery circuit breaker, MS battery rack, interconnecting cables from battery to battery and from UPS to battery bank and all other materials as required for initial charging, as per data sheet, detailed specifications, schedule of work and scope of work given in Part-I.	1 (set)		

3	Dismantling of two nos old 6 kva -UPS and taking it under buy back (make -Numeric) with old battery (total - 40 No, 12 v, 100 AH) , Ms rack and connecting cable etc .	1 (set)	-	-
	Net capital cost (Sl No1 +. Sl No 2 - sl No 3)= **A**			
4	Cost per annum for Comprehensive annual maintenance contract including spares for the above newly installed UPS and battery bank system after guarantee period (DLP), as per terms and conditions specified in Part-I, at existing GST rate. **(C)**	Rate per annum		

Total cost of ownership (TCO) = Net Capital cost A (sl no1 + sl no 2- sl no 3) + 5.6321x C

Place: Signature and Seal of The Contractor

Date: