



**भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA**  
**संपदा विभाग, चेन्नै - 600 001 / Estate Department, Chennai - 600 001**

**(To be submitted via MSTC portal only)**

**E Tender No : RBI/Chennai/Estate/132/23-24/ET/191**

**Tender for Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai**

Date from which e-Tender will be available on MSTC website	<b>June 13, 2023 onwards.</b>
Date & time of Pre-bid meeting	<b>Offline at 11:00 Hrs. on July 11, 2023</b>
Last date of submission of e-Tender	<b>15:00 Hrs. on July 24, 2023</b>

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## **DISCLAIMER**

Reserve Bank of India, Estate Department, Chennai has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India 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 RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the 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corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.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 Information

i	e-Tender No.	<b>RBI/Chennai/Estate/132/23-24/ET/191</b>
ii.	Name and location of the work.	Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing at Bank's Main Office Premises, Chennai
iii.	Name & address of tender inviting authority.	The Regional Director, Reserve Bank of India, Estate Department, Fort Glacis, 16, Rajaji Salai, Chennai-600001. Tel No.: 044 - 2539 9250/9922 E Mail id: <a href="mailto:estatechennai@rbi.org.in">estatechennai@rbi.org.in</a>
iv.	Estimated cost put to tender.	<b>₹13.98 Lakh</b> (Rupees Thirteen lakh ninety-eight thousand only) incl. of GST.
v.	Earnest Money Deposit (EMD).	<b>₹27,960/- from each bidder</b>
vi.	Period of completion.	03 months
vii.	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal <a href="https://mstcecommerce.com/eprhome/rbi/">https://mstcecommerce.com/eprhome/rbi/</a>
	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	From 17:00 Hrs. of June 13, 2023 to 15:00 Hrs. on July 24, 2023.
viii.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the <b>Annexure I: Important Instructions for E – Procurement</b> of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
ix.	Pre-bid meeting (offline).	11:00 Hrs. on July 11, 2023 at Estate Department, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001. <b>Note:</b> The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned
x.	Date of Starting of e-Tender for submission of bid (online) - Techno-commercial (Part I) bid and Price-bid (Part II).	16:00 Hrs. on, July 14, 2023
xi.	Last date and time of submission of bid (online) -Techno-commercial (Part I) bid and Price-bid (Part II).	15:00 Hrs. on July 24, 2023.
xii.	Date & time for opening of Techno-commercial bid (Part I).	16:00 Hrs. on July 24, 2023.
xiii	Date & time for opening of Price-bid (Part II) bid.	Will be communicated subsequently to the eligible bidders through e-mail.
xiv	Validity of the tender	03 months from the date of opening of the PART- I of the Tender.
xv	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

## **Annexure I : Important Instructions for E – Procurement**

### **Process of e-tender:**

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

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

### **Contact Persons (RBI - During Office Hours only):**

- I. Smt. Revati Kottakota (Asst General Manager – Electrical)  
044- 2539 9261/ (revatikottakota@rbi.org.in)
- II. Shri. Randeep Sangwan (AM-Electrical)  
044-2539 9820 (randeepsangwan@rbi.org.in)
- III. Shri. Rajesh Bonagiri (Asst. Manager, Estate Department)  
044-2539 9066 (rajeshbonagiri@rbi.org.in)

### **Contact Persons (MSTC Ltd – During Office Hours only):**

1. Shri. Shanmugam - 9176397264  
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran– 9841002253  
Email id: jdamodaran@mstcindia.co.in
3. MSTC Help Line:9499054101/2/3/4.  
Email id: helpdesk@mstcindia.co.in

### **B) System Requirements:**

- 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at [www.mstcecommerce.com/epochome/rbi](http://www.mstcecommerce.com/epochome/rbi). Tenders will be opened electronically on specified date and time as given in the tender.

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

### **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.

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 e-mail ID 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).

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

### **Bidding in e-tender:**

a) **Earnest Money Deposit** for a sum of **₹27,960/- (Rupees Twenty-seven thousand nine hundred sixty only)** shall be remitted to Bank Account of Reserve Bank of India on or before **14.00 Hrs. on July 24, 2023**. “EMD – Estate Dept” shall be given as remarks while remitting EMD.

The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name: RBI CHENNAI**  
**IFSC: RBIS0CNPA01**  
**Account No: 186003001**

Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in).

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of ‘Techno-Commercial Bid’ and ‘Price Bid’.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- d) The vendor should have run JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the ‘Techno-Commercial Bid’. If this JAVA application does not run, then the vendor will not be able to save / submit his ‘Techno-Commercial Bid’.
- e) After filling the ‘Techno Commercial Bid’, vendors must click ‘save’ for recording the same. Once the ‘Price Bid’ link becomes active and the details are filled up, vendors have to click on “save” to record the ‘Price Bid’. After both the ‘Techno-Commercial Bid’ & ‘Price Bid’ have been saved, vendor must click on the “Final submission” button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use ‘Attach Doc’ button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.



- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation from the terms and conditions of the tender document is acceptable after the pre-bid meeting. No queries will be entertained after the pre-bid meeting.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

**खंड 1 / Section I**  
**निविदा फार्म /Form of Tender**

स्थान/Place \_\_\_\_\_

नांक /Date \_\_\_\_\_

क्षेत्रीय निदेशक/The Regional Director  
भारतीय रिज़र्व बैंक/Reserve Bank of India,  
संपदा विभाग/Estate Department  
फोर्ट ग्लेसिस16-/Fort Glacis-16  
राजाजी साल्लै ,पी.बी.संख्या40 /Rajaji Salai, P.B.No 40,  
चेन्नै600001 /Chennai-600 001

महोदया/य Dear Sir / Madam,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदादारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं संविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं ।

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 having 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, 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.

**ज्ञापन/MEMORANDUM**

1	कार्य का विवरण /Description of work	बैंक के मुख्य कार्यालय परिसर, चेन्नई में 120 संख्या सीलबंद रखरखाव मुक्त (एसएमएफ), वाल्व विनियमित लीड एसिड बैटरी (12 वी, 100 एएच) अग्निरोधी आवरण वाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी)
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		Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai
2	अनुमानित लागत /Estimated cost	रु 13.98 लाख( जीएसटी सहित) /₹13.98 lakh (inclusive of GST)
3	बयाना जमा राशि /Earnest Money	₹ 27,960/-
4	कार्य पूरा करने का समय /Time allowed for completion of work	कार्य आदेश जारी करने की दिनांक के दसवें दिन 03 महीने 03 months from tenth day of the date of work order.

1. हम इससे भी सहमत है कि निविदा खोलने की दिनांक से हमारी निविदा 90 दिनों तक बैंक के लिए स्वीकार करने के लिए वैध रहेगी और वैधता की यह अवधि बैंक और हमारे बीच लिखित आपसी सहमति के बाद बढ़ाई जा सकती है।

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 earnest money valid during the entire period of validity of tender.

2. निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और आपके उत्तराधिकारियों, समुनेदेशियों या नामितों को अदा करने के लिए सहमत हूँ/हैं ।

Should this Tender be accepted, I/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.

3. मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है हमने रु 36,200/- के राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

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. We have deposited a sum of ₹ 27,960/- 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.

4. निविदा एमएसटीसी पोर्टल में दो भागों में प्रस्तुत की जाएगी भाग 1- में सभी वाणिज्यिक शर्तें और तकनीकी ब्यौरे हैं और भाग 2 में बैंक के प्रोफार्मा में केवल मूल्य बोली है।

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

वर्ष 2023 के.....महीने के.....दिन को हस्ताक्षरित /Dated this \_\_\_ day of 2023

मैसर्स के लिए और उनकी ओर से /For and on behalf of M/s

(सील सहित हस्ताक्षर //(Signature with seal)

नाम /Name \_\_\_\_\_

पदनाम /Designation: \_\_\_\_\_

स्थान /Place \_\_\_\_\_

स्थान /Date \_\_\_\_\_

)उपर्युक्त हस्ताक्षरी की पॉवर ऑफ अटार्नी की प्रमाणित प्रति संलग्न की जानी चाहिए/Certified true copy of the Power of Attorney of the above signatory should be enclosed).

साक्षी /Witnesses

(1) नाम, पता और दिनांक सहित हस्ताक्षर/ \_\_\_\_\_  
Signature with name, address and date \_\_\_\_\_

(2) नाम, पता और दिनांक सहित हस्ताक्षर / \_\_\_\_\_  
Signature with Name, address and date \_\_\_\_\_

## करार की शर्तें/ Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, फोर्ट ग्लेसिस, राजाजी साल्लै, चेन्नै-600 001 जिसका केंद्रीय कार्यालय मुंबई में है) जिसे इसके बाद "बैंक" कहा गया है (और दूसरी ओर \_\_\_\_\_) जिसे इसके बाद संविदाकार कहा गया है (के बीच \_\_\_\_\_ को किया गया।

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the **Reserve Bank of India**, Fort Glacis, Rajaji Salai, Chennai-600 001, having its Central Office at Mumbai-400001 (hereinafter called "The Bank") on the one part and \_\_\_\_\_ and India (hereinafter called "the Contractor") on the other part.

जबकि नियोक्ता " चेन्नै स्थित भारतीय रिज़र्व बैंक के मुख्य कार्यालय भवन में अग्निरधी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ), वाल्व विनियमित लीड एसिड बैटरी (12 V, 100 AH) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) " का काम करने का इच्छुक है और कार्यो का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची का कारण बना है किया गया है जिस पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of taking up the work of "Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai" and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

और जबकि कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा अथवा उनकी ओर से हस्ताक्षर किए गए हैं।

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

और जबकि संविदाकार शर्तों के अधीन आगे यहाँ नियत शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों( जिन्हें इसके बाद सामूहिक रूप से " तथाकथित शर्तें "कहा जाएगा)के अनुसार काम को उक्त ड्राइंग और/या उक्त विनिर्देशन में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, पर उसमें निर्धारित संबंधित दर पर गणना की गई कुल राशि पर या ऐसी अन्य देय राशि पर( इसके बाद इसे "तथाकथित संविदा राशि "कहा जाएगा )कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the 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 specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount').

**एतद्वारा अब निम्नानुसार सहमति हुई है:-**

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. संविदाकार तथाकथित शर्तों में उल्लिखित समय और नियत तरीके से तथाकथित संविदा राशि के भुगतान करने के मद्देनज़र ,तथाकथित शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्राओं की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. बैंक संविदाकार को कथित संविदा राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों मेंविनिर्दिष्ट तरीके से अदा करेगा।

The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।

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

4. इसमें उल्लिखित प्लान ,करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

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

5. यह संविदा न तो स्थायी एकमुश्त ठेका है और न ही खंडित कार्य संविदा। अपितु यह अनुसूची में निहित दरों पर वास्तविक मात्राओं और संभाव्य मात्रा अथवा तथाकथित शर्तों के अनुसार रु \_\_\_\_\_/-(रुपये \_\_\_\_\_ मात्र ) " **चेन्नै स्थित भारतीय रिज़र्व बैंक के मुख्य कार्यालय भवन में अग्निरোধी आवरण वाली सीलबंद रखरखाव मुक्त (एसएमएफ), वाल्व विनियमित लीड एसिड बैटरी (12 V, 100 AH) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) का काम करने के लिए संविदा है।**

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of "Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai" for ₹ \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**) to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said conditions.

6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की किसी भी मद की ड्राइंग और काम की प्रकृति बदलने ,कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि समय विस्तार का प्रावधान होते हुए भी वह कार्य आदेश जारी करने की दिनांक से दसवें दिन से तथाकथित शर्तों में उल्लिखित किए गए अनुसार जो भी बाद में हो, काम शुरू कर देगा और उसके बाद **कार्य आदेश की तारीख के 10 वें दिन से 03 महीने की अवधि के भीतर पूरा काम करेगा।**

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work **within a period of 03 months from the 10<sup>th</sup> day of date of work order** subject nevertheless to the extension of time granted by the Bank.

8. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payments by the Bank under this Contract will be made only at Chennai.

9. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

10. संविदाकार/एजेंसी कार्यस्थलों पर महिलाओं का यौन उत्पीड़न) रोकथाम, निषेध और निवारण (अधिनियम, " 2013 अधिनियम ("के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। भारतीय रिज़र्व बैंक) चेन्नै कार्यालय (के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा। संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

11. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जाने किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है। कार्यस्थल पर यौन उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी। संविदा में विनिर्दिष्ट किए गए अनुसार कार्य की आवश्यक गति को बनाए रखने और कारीगरी की गुणवत्ता को सुनिश्चित करने के लिए पर्याप्त संख्या में श्रमिकों को काम पर रखेगा। संविदाकार कार्य के संबंध में अठारह वर्ष से कम के किसी व्यक्ति को काम पर नहीं रखेगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any

monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

12. संविदाकार द्वारा काम पर लगाए गए **सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे** और ऐसे श्रमिकों /कर्मचारियों के संबंध में **भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी**। संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों को सीधे ही मजदूरी का भुगतान करेगा जो कि न्यूनतम मजदूरी अधिनियम के रूप में उचित मजदूरी से कम नहीं होगी। उचित मजदूरी का अर्थ है वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन के लिए मजदूरी और समय अथवा कार्य के भाग के लिए अन्य भत्ते शामिल होंगे। यह भत्ते आसपास दिए जा रहे ऐसे ही रोजगार के लिए प्रचलित बाजार दर के आधार पर दिए जाएंगे लेकिन ये भत्ते न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होंगे।

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

13. संविदाकार उसके द्वारा या उसके उप-संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा। संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, बैंक दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947 मातृत्व लाभ अधिनियम, 197, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण (अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा। संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against

- i. कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान /व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा  
Any claim arising out of third party loss / damage to life or property caused by / during execution of the work.
- ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा



Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

- iii. लागू पीएफ/श्रम कानूनों ,ईएसआई ,विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा  
Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

संविदाकार कार्य शुरू करने से पहले प्रथम पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर कामगार क्षतिपूर्ति पॉलिसी अपनी लागत पर लेगा।

The contractor shall take C.A.R, Third Party Liability Policy & Workmen Compensation Policy with Reserve Bank of India as the first name, at their cost, before commencement of the work.

संविदाकार संविदा श्रम) विनियमन और उन्मूलन (अधिनियम 1970 का पालन करेगा । अंतिम बिल का भुगतान किए जाने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य को पूरा करने के लिए उसके द्वारा काम पर लगाए गए सभी कामगारों को वास्तव में सभी देयों का भुगतान कर दिया है और इस भुगतान की दर न्यूनतम मजदूरी अधिनियम 1949 के अंतर्गत निर्धारित दर से कम नहीं है और संविदा पर लगाए गए श्रमिकों के लिए आवश्यक सुविधाएं उपलब्ध करवाने में सीएलआरए अधिनियम के प्रावधानों का अनुपालन किया है।

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।

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

14. संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। बैंक की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा।

इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

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

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

15. कि इस संविदा के विभिन्न भागों को संविदाकार द्वारा पढ़ और पूरी तरह से समझ लिया है।

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

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

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

नियोक्ता और संविदाकार इस बारे में साक्ष्य स्वरूप अपने-अपने अधिकृत हस्ताक्षरकर्ताओं के माध्यम से निष्पादित किए और संविदाकार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

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

हस्ताक्षर खंड Signature Clause

भारतीय रिज़र्व बैंक की ओर से हस्ताक्षरित एवं सुपुर्द  
SIGNED AND DELIVERED by the Reserve  
Bank of India by the hand of  
श्री / Shri

(नाम एवं पदनाम (/ (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the  
presence of

(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by

इनकी उपस्थिति में हस्ताक्षर किये गए / In the  
presence of

(1)

पता / Address

(2)

पता / Address

यदि पार्टी भागीदारी फर्म या  
वैयक्ति क फर्म हो तो सभी  
अथवा सभी भागीदारों की  
ओर से हस्ताक्षर किये जाने  
चाहिए।

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

साक्षी / Witness

THE COMMON SEAL OF

निम्नलिखितकी उपस्थिति में दिनांक ----- को  
संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प  
के अनुसरण में इस पर ----- की  
कॉमन मुहर लगाई गई है।

Was hereunto affixed pursuant to the  
resolutions passed by its Board of Directors  
at the meeting held on  
\_\_\_\_\_ in the presence  
of

(1)

(2)

निदेशक, जिन्होंने निम्नलिखित की मौजूदगी में इसके प्रमाणस्वरूप इन दस्तावेजों पर हस्ताक्षर किए हैं।

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

- (1)
- (2)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुर्पुद

SIGNED AND DELIVERED BY the Contractor by the hand of Shri

\_\_\_\_\_ and duly constituted attorney.

यदि निविदाकार उसके कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

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

यदि संविदाकार चाहे कंपनी के रूप में या वैयक्तिक रूप में मुख्तारनामा के अंतर्गत हस्ताक्षर करता हो तो

रु

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

**खंड 2 / Section-II**  
**व्यावसायिक शर्तें / Commercial Conditions**

1. E-tenders are invited for the work of “**Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai.**” E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 15:00 Hrs of July 24, 2023.** The bidders who fulfil the following minimum Pre-Qualification (PQ) criteria shall be eligible to participate in tendering process.

A.	Composition of the firm / organization.	<p>Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc - Name of registering authority, date, registration number, etc.</p> <p>The bidder should have valid Goods and Service Tax registration.</p>	<p>Bidder should fill-up information in <b>Annexure-A: Format 1</b> annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration certificate. (ii) Copies of the Articles of Association / Power of Attorney / other relevant documents. (iii) Copies of PAN card, TIN, Goods and Service Tax (GST) registration certificates.</p>
B.	Duration of past experience.	<p>Only OEM or its Authorized dealer with valid Authorization certificate having minimum 5 years of experience of executing similar work(s)*. Bidder shall submit the documentary evidence (indicating scope and value of works) in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s)* prior to June 2018.</p>	<p>i) Bidder should fill-up the information in <b>Format 2</b> annexed hereto indicating client-wise names of similar work(s)*, awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date etc and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed <b>work order(s)/ completion certificate(s)</b> and <b>Tax Deducted at Source (TDS) certificate(s)</b> issued by the client(s) for works executed for private companies.</p> <p>ii) Bidder should also fill-up the information about similar work(s)* <b>on-hand</b> in the <b>Format 2A</b> annexed hereto and should submit along with supporting documents viz. copies of work order(s) with details of items of work, issued by the client(s) for the work(s) in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out</p>

			works for the Reserve Bank of India at any centre, should also be given.
C.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	The bidder should have experience of satisfactorily completed similar work(s)* during last 5 years ending <b>May 2023 from June 2018</b> , should be either of the following: i) <b>Three</b> completed similar works* each costing not less than the amount equal to <b>₹5.59 lakh</b> <b>or</b> ii) <b>Two</b> completed similar works* each costing not less than the amount equal to <b>₹6.99 lakh.</b> <b>or</b> iii) <b>One</b> completed similar work* costing not less than the amount equal to <b>₹11.18 Lakh.</b>	Bidder should fill-up the information in <b>Format 3</b> annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*. (i) Copies of detailed <b>work order(s)</b> for qualifying works indicating date of award, contract amount, time given for completing the work etc and the corresponding <b>completion certificate(s)</b> indicating actual date of completion and actual value of executed similar work(s) issued by the client(s) for works executed for government / public sector companies and copies of work order, work completion certificate along with <b>Tax Deducted at Source (TDS) certificate(s)</b> issued by the client(s) for works executed for private companies. (ii) <b>Client certificate(s)</b> for each of the qualifying work as per the <b>Format 3A</b> annexed hereto.
D.	Annual financial turnover.	Bidder should have had an annual financial turnover of amount equal to <b>₹13.98 lakh</b> or more per year during the last 3 financial years, ending <b>31<sup>st</sup> March 2022.</b>	Bidder should fill up the information in <b>Format 4</b> annexed hereto and submit along with the following documents (i) Copies Audited financial statements/ accounts of the business of the bidder duly <b>certified by a Chartered Accountant</b> indicating the turnover for financial years referred in the <b>Format 4.</b> (ii) Copies of the <b>Income Tax Clearance Certificates / Income Tax Assessment orders</b> duly certified by a Chartered Accountant as a proof for creditworthiness and turnover of the bidder.

E.	Solvency and banker's certificate.	Should furnish solvency certificate issued by the bidder's banker specifically for the purpose of work for an amount equal to <b>₹13.98 lakh</b> .	(i) Bidder should also submit banker's solvency certificate as per <b>Format 5</b> annexed hereto from their banker. (ii) Names and addresses of bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers 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 in <b>Format 5A</b>
F	Service Setup	Full-fledged service setup should be available for the specified job either at the concerned centre or at nearby city/place wherefrom required quality after sales services can be regularly provided.	Bidders should indicate details of the service centre at Chennai, the staff strength, contact numbers, and availability of spares for the system

2. Tenderers should also upload the following documents in respect of fulfilling their eligibility with **suitable file names**.
- a. A letter from the OEM, authorizing the bidder to participate in the tender along with a copy of the agreement with the OEM as regards implementation of similar projects in India and their after sales service
  - b. Proof of remittance of EMD
  - c. Authorization letter from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per **Annexure B**.
  - d. Details of technical deviations proposed – As per **Annexure 'C'**
  - e. **Detailed specifications** of the offered items such as batteries, cables etc. matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**.
  - f. Duly filled and Signed NEFT Mandate form as per **Annexure 'E'**
  - g. Complaint Escalation Matrix – **Annexure 'F'**
  - h. Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India – **Annexure – 'G'**
  - i. Undertaking / Declaration /Certificate regarding satisfying the eligibility criteria- **Annexure 'H'**.
  - j. Any other information relevant to the proposed work.

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

3. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs on July 11, 2023** at Estate department, Reserve Bank main office, Chennai to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending

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

4. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II containing prices only latest by 15:00 Hrs on **July 24, 2023. Part I will be opened at 16:00 Hrs on July 24, 2023.** The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors through email.
5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
6. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after pre-bid meeting.
7. Vendors are requested to
  - a. quote base rate for Supply, Installation, Testing and Commissioning of the system **without G.S.T and the same will be added automatically by the system.**
  - b. with respect to buyback of old equipment, **quote rates in positive numbers, exclusive of all taxes like GST, TCS.** (GST at 18 % on the quoted rate and TCS at the rate of 1 % on the buyback value including GST, will be calculated by the system and will be deducted from the capital cost).

Thus the final total amount shown in the system including G.S.T and other applicable taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

8. **Earnest Money Deposit** for a sum of **Rs. 27,960/- (Rupees Twenty seven thousand nine hundred and sixty only)** shall be remitted to Bank Account of Reserve Bank of India on or before **14:00 Hrs. of July 24, 2023.** "EMD – Estate Dept" shall be given as remarks while remitting EMD. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name: RBI CHENNAI**  
**IFSC: RBIS0CNPA01**  
**Account No: 186003001**

- a. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded.
- b. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in).



- c. A tender which is not accompanied by such EMD will not be considered.
  - d. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority in due course.
  - e. EMD of successful bidder will be released after virtual completion of the work & submission of **Bank Guarantee of 10%** of the contract value as Security as mentioned in clause No.8.(g). The EMD of unsuccessful tenderer shall be released on acceptance of the tender.
  - f. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.
  - g. The tenderer shall furnish a separate **Performance Bank guarantee of 10% of the contract value** as Security for due fulfilment of terms and **obligation of defects liability period** from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for **Three (03) years from the date of virtual completion of the project**. Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per **Annexure D** (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.
  - h. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP set out in the tender at any time during the currency of committed period of Three (03) years
9. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender**.
10. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.
11. The entire work of supply, installation, testing and commissioning of the batteries shall be completed within a period of **03 Months from the 10th day of date of issue of work order**.
12. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of **0.25 % of**

**the cost of work executed per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

13. Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.
14. The tenderers shall indicate details of the service centre at Chennai, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

**15. Warranty/Defect Liability period**

- a. The batteries shall be guaranteed against all types of defects for a minimum period of **3 (three) years** from the date of handing over. Any defects in the same, found within the warrantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.
- b. During the warranty period, any fault in the batteries shall be rectified within 24 hours of receipt of intimation of the defect in the system. In addition to this, if the fault is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The amount spent shall be recovered from the security deposit/ Performance Bank Guarantee (PBG) held by the Bank or any other amount due to the firm.
- c. In case, the defective batteries are not replaced within 24 hours from the time of reporting of the fault in the batteries, by e-mail / telephonic calls/ text, penalty amounting to ₹ 1000/- per day per Battery will be charged and the amount shall be recovered from the security deposit/ Performance Bank Guarantee (PBG) or any other amount due to the firm.
- d. Testing and preventive maintenance of the battery banks should be carried out on a bi-monthly basis. A set of all service reports duly signed by Bank's Engineer/ ACT shall be submitted at the end of defects liability period for release of Retention Money Deposit.
- e. All type of consumables shall be provided with the equipment for the entire warranty period for which no extra cost will be paid by the Bank.

**16. Bi-monthly inspection/testing and preventive maintenance of the batteries:**

The tenderers shall quote their charges separately for testing/inspection and preventive maintenance of the battery banks as per schedule of quantities which will be applicable from the handing over of the system to the Bank. The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST for maintenance shall be quoted in respective column in the BOQ.

**17. Payment of service charges for bi-monthly inspection/testing and preventive maintenance of the batteries:**

- a) The Payment of service charges for bi-monthly inspection/testing and preventive maintenance of the batteries shall be **made on half yearly basis** on rendering satisfactory service.
- b) The service contract shall be renewed for a further additional period of at least 02 years after the initial 1<sup>st</sup> year of annual service contract period of one year While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15+60x(EPIC/EPIP)+25x(CPIC/CPIP))] / 100$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

- c) The successful tenderer shall enter into an agreement with the Bank for the execution of work and 03 DLP and service contract of the system with the Bank.
- d) **The contractor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.**

#### 18. Evaluation of tenders:

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of annual maintenance / testing service charges (CAMC) for 3 years. Tenders will, therefore, be evaluated based on the total owning cost for 03 years which will be arrived at as under:

Total owing cost = Quoted capital cost + NPV of service contract charges for 03 years = Quoted capital cost + Quoted charges for maintenance / testing service contract per annum x Multiplying Factor (MF)  
(MF = 2.754)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum

(c)	Period of contract	03 years from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Half yearly payment after satisfactory completion of service

### **Minimum Base Rate for Comprehensive AMC**

**Minimum Base Rate for Annual maintenance / service Contract is 2% (Two) of total capital cost.** In case, the tenderer quotes the rates for AMC lower than 2% (Two) of the quoted capital cost, then the 2% (Two) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

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

#### **19. Pre-dispatch Inspection**

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

#### **20. Packing and Despatch:**

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at RBI Office at Main Office Premises Chennai.

#### **21. Terms of Payment:**

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- i. **60% of the quoted rates** after receipt of the material at site and on submission of the following documents:
  - a. Manufacturer's Inspection and Test Certificates
  - b. Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
  - c. Policies of insurance as per tender
  
- ii. **Balance 40% of the quoted rates** after erection, testing, commissioning and

handing over of the entire system and submission of BG as per clause 8(g), commercial conditions

22. **Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Regional Director, Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.

- a) Storage, erection, testing and commissioning policy (E.A.R. policy) for the total amount of contract.
- b) Workmen compensation policy.
- c) Third party liability policy with the limits as under.
  - Rs.10,00,000/- for duration of the work.
  - Rs.2,00,000/- per occurrence

The payment for the system will be made by the office at which the equipments are supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said Batteries has been installed

23. The contractors shall upload all technical details of the system along with the tender. The tenderers are requested to use the format given in **Section VIII** only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

24. Agreement: The successful tenderer shall execute an agreement with the Bank on non-judicial stamp paper in the format enclosed within **ten days** of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

Signature of the contractor \_\_\_\_\_  
Name of the firm \_\_\_\_\_  
Seal of the firm \_\_\_\_\_

### खंड 3 / Section III Safety Code

1. First aid appliances including adequate supply of sterilised dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.  
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or 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.
15. During the work execution necessary fire safety measures shall also be taken.

## **Fire Safety**

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through oproperly rated earth leakage protection devices (ELCB)
2. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
3. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
4. Electrical power cables/wires used shall not have any joints and shall be properly rated.
5. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
6. Before commencing the welding work for the first time on any day, fire section shall be informed.
7. Fire bucket filled with clean dry sand and ready for use for extinguishing fires in addition to fire extiguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
8. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
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 near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Power supply shall be switched off from the mains when equipment is not in use.
13. 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.
14. The work site shall be properly illuminated during the work.
15. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
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. Portable battery operated emergency light may be used at work site to avoid temporary laying of wire for lights.
18. Necessary barricading and signage board of good quality shall be fixed at conspicuous locations at the work site.
19. Aluminium / Steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

**खंड 4 / Section IV**  
**The Conditions Hereinbefore Referred To**

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

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



h) "The works" Shall mean **Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai**

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
  - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
  - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
  - d) The removal and/or re-execution of any works executed by the contractor.
  - e) The dismissal from the works of any persons employed thereupon.
  - f) The opening up for inspections of any work covered up.
  - g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings, user manuals and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or

described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

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

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.

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly

in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind 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. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations,

additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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

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

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

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

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

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

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

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

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such

extra in herein referred to as authorised and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix.

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

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

19. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his

own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.
21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

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

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

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

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

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also

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

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

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

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

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.



- a. Rs.10,00,000/- per annum
- b. Rs.2,00,000/- per occurrence

25. **Insurance**: The contractor shall, before commencement of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer before commencement of the work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the

Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the Architect.

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

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

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

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

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

seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

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

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on

account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 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 with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after there completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any mater on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or

difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

### **36. Right of technical scrutiny of final bill**

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

**37. Employer entitled to cover compensation paid to workman**

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

**38. Abandonment of works**

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

**39. Return of surplus materials**

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

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

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

#### **41. Non-disclosure Clause:-**

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

#### **42. Sexual Harassment of women at work place**

- a) 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.
- b) 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.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

**खंड 5 / Section V**  
**Special conditions**

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
5. The tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
6. The contractor shall prepare three copies of **user manual** after completion of the work and shall submit along with the final bill.
7. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
9. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
10. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
11. The contractor shall depute qualified supervisor during execution of the work .No work shall be carried out at site in unsupervised manner.
12. The tenderer shall use only approved brands of materials.



**खंड 6 / Section VI**  
**Appendix Hereinbefore Referred**

1.	Defects liability Period	36 months from the date of issue of virtual completion certificate.
2.	Period of final settlement of bill	45 days from the date of submission of invoice
3.	Date of commencement	10 <sup>th</sup> day from the date of award letter.
4.	Period of completion	03 months from the 10 <sup>th</sup> day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	1 month
8.	Interest for delayed payment	3 percent per annum

**Seal & Signature of Contractor**

**खंड 7 / Section VII**  
**Technical Specification**

**7.1 Technical Scope of Work:**

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for the Supply, installation, testing and commissioning of the complete batteries banks of UPS system at Bank's Main Office Premises, Chennai and subsequent upkeep and maintenance as defined.

**Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing for the UPS system at Bank's Main Office Premises Chennai.**

- a. The work involves removing the existing batteries, installing new batteries in their place and take away the old batteries on as is where is basis at quoted rates.
- b. In addition to supply and installation of battery the work also involves battery health checking by discharging the batteries on bi-monthly basis, Impedance testing on half yearly interval and actual load testing of the batteries in the 6th, 12th, 18th, 24th, 30th & 36th month starting from month of installation of batteries and replacement of the faulty batteries free of cost during first three years i.e. firm has to provide three years warrantee for batteries.
- c. The firm has to also provide maintenance/testing services of the batteries on bi-monthly basis.
- d. The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries.
- e. The contractor shall depute a qualified supervisor during the execution of work.

**7.2 Details of Batteries:**

The Batteries supplied shall be of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) of required Ampere Hour capacity to meet the backup requirement of minimum 30 minutes during power supply failure complete with battery interconnection, jumper cable and terminal connectors. The

cable/wire will be nylon sheath annealed tin copper (Nyvin cable) with high temperature stability up-to 100°C - the certificate by the manufacture should be attached. **No battery will be accepted without Fire Retardant casing. The firms shall submit FR/FL casing certificate issued by OEM.**

Tenderer must submit required **catalogue** along with technical specifications & certificate for SMF & fair retardant casing.

**The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries.**The Tenderer shall indicate the specific make of material, delivery & installation time.

### **7.3 OEM / Manufacturer's Back Up Support:**

- a. The tenderers shall enclose a letter from the equipment manufacturers indicating that the make and equipment quoted by tenderer are being manufactured and supplied in the market for the past three years, are in the current line of production.
- b. The OEM / manufacturer of the equipment should have direct presence in India. The details of the registered local (Indian) legal entity with the incorporation certificate should be submitted with the bid.

### **7.4 Rectification of faults:**

- a. Faults in the equipment should be attended within 6 hours of reporting. The rectification time shall never exceed 24hours.
- b. In case of delay of more than 24 hours, penalty will be imposed. Penalty for delay of one day is Rs.1000/- The cost shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

### **7.5 Leaflets / Literatures:**

The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of makes of components of the equipment's offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank have detailed specifications/features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed.

The successful tenderer, on completion of the supply, shall furnish three sets of operation and maintenance manuals. On completion of the work, the equipment will be tested for establishing their performance.

Place  
Date

Seal and Signature of the Tenderer

**खंड 8 / Section VIII**

**Data to be furnished by the Bidders**

<b>Sr. No</b>	<b>Description</b>	<b>Bank's requirement</b>	<b>Specification Offered</b>
1	Corrosion Free	Yes required	
2	Battery casing	Fire retardant	
3	Battery Type	Sealed maintenance free	
4	Inter cell weld	Free from Inter cell weld	
5	Separator	Thicker	
6	Rating	100 AH	
7	Voltage	12 Volt	
8	Rated Capacity	At 27 degree C	
9	Interconnection wiring	The cable/wire will be nylon sheath annealed tin copper with high temperature stability up-to 100°C - the certificate by the manufacture should be submitted.	
10	Make	<b>Exide/ Amaron Quanta / Panasonic</b>	
11	Stronger & free from Distortion	Yes required	
12	IR Value	IR ≤ 6 milli Ohms	
13	Expected Life of Battery	03 years from date of installation	

Place  
Date

Seal and Signature of the Tenderer

**खंड 9 / Section IX**

**Approved Make of Materials**

The make of equipment shall be from among those mentioned below.

All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

- a) Panasonic
- b) Amaron (Amara Raja - Quanta)
- c) Exide

Place  
Date

Seal and Signature of the Tenderer

## खंड 10 SECTION - X.

Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai.

**Un-Priced Bid (Scheduled of Quantities)**

Sr. No.	Rate	Quantity	Rate
<b>A – SITC of 12 V, 100 AH, Valve regulated Lead Acid SMF batteries (FR Casing)</b>			Please quote the rate per unit (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.  <b>(a*Quantity*1.28)</b>
1	<p>Supply, Installation, Testing, Commissioning and handing over of 12 Volts Valve regulated Lead Acid Batteries Sealed Maintenance Free (SMF) of required minimum 100 (AH) Ampere Hour capacity having fire retardant casing in existing battery rack / cubicle by shall be suitable capacity nylon sheath annealed tin copper cable/wire (Nyvin cable) with high temperature stability up-to 100°C for interconnection, jumper cable and terminal connectors to meet the 2 x 100 KVA UPS back up requirement and having three-year onsite replacement of faulty batteries without any additional charges.</p> <p>All the battery interconnections jumper cable and terminal connectors shall be provided with new one.</p> <p>All the cable shall be dressed in a neat manner.</p> <p>Quoted rate shall be inclusive of transportation, labour, T&amp;P, insurance etc.</p> <p>Make of battery - .....</p> <p>Model &amp; Catalogue No.....</p>	120 nos.	

2	<p>(-) Buyback for taking away old SMF batteries (12 V, 100 AH,) on as is where is basis from the site.</p> <p>(Rates should be inclusive of GST and TCS)</p>	120 nos.	<p>Please quote the rate per unit (a) excl. of GST and TCS and the system will automatically multiply with Quantity, GST along with TCS by using following formulae and shows the final amount  <b>(a*Quantity *1.18 *1.01)</b></p>
<b>B – Periodical testing &amp; inspection of batteries on bi-monthly basis</b>			
3	<p>Periodical testing and inspection of Batteries on bi-monthly basis of all supplied batteries including recording of IR value, testing, tightening of all connecting leads, providing petroleum jelly etc. along with report with the help of OEM representative at site from the date of commissioning.</p> <p>The rates shall be quoted per year.  (total 06 inspections per year on bi-monthly basis)</p>	120 nos.	<p>Please quote the rate per unit (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.  <b>(a*Quantity*2.754*1.18)</b></p>
04	<b>Grand Total=(Sl.No:01-Sl.No:02+Sl.No.03)</b>		

Place  
Date

Seal and Signature of the Tenderer



**खंड 11\_SECTION - XI.**

**ANNEXURES  
TO  
VARIOUS SECTIONS**

**Annexure 'A'.  
Pre-qualification/Eligibility Criteria forms.**

**Format 1**

**Basic Information.**

1(a)	Name of the Contractor / firm.	
2.	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc, or MSME Registration etc., (upload the relevant documents in support thereof).	
2(a)	Name of the proprietor or Partners / directors of the organization / firm.	
3(a)	Registered Address.	
3(b)	Address for correspondence.	
4(a)	Contact person.	
4(b)	Designation.	
4(c)	Telephone No.	
4(d)	Mobile No.	
4(e)	FAX / Tele-fax:	
4(f)	e-mail id.	
5(a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any.	
6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	

Place:

Signature of bidder:

Date:

Address & seal:

Format 2

**PREVIOUS WORK EXPERIENCE List of important similar works executed by the contractor / firm  
(Works completed before May 31, 2018).**

Sl. No.	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
				Contract Amount ( ₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

**Signature of the bidder with seal**

Format 2A

**List of important similar works 'in hand'**

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi- Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Signature of the bidder with seal

## Format 3

**Details of similar eligible work(s) (qualifying) completed during last five years ending May 31, 2023, from June 01, 2018****[Work(s) costing above the minimum value specified in pre-qualification criteria].**

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/ client and Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
					Contract Amount ( ₹ lakh)	Actual value of work done ( in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6a	6b	7a	7b	7c	8	9	10	11

2. For each of the qualifying works, client certificate as per Format 3A shall be submitted.

**Signature of the Bidder with seal**

**CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR (On Client's Letter Head)**

Name & address of the Client:

Details of Works executed by Shri./Smt./Ms

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay(indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

### **Signature & Seal of authorized signatory**

Regarding performance report/clients' certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

- (i) All columns should be filled .in properly
- (ii) The Client Certificates should be submitted in a sealed cover addressed to the Shri Reserve Bank of India, Chennai for each of the Prequalification work/s

**Note:** The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted

**FINANCIAL INFORMATION**

Sr.no.	Details	Financial Year		
		2019-20 ₹ in lakh	2020-21 ₹ in lakh	2021-22 ₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit/ Loss			

**Note:**

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. 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, as a proof of creditworthiness.
- ii. Submit supporting documents

**Signature of the bidder with seal**



**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK  
(On Bankers' Letter Head)**

Place:

Date:

**Smt. Uma Sankar  
Regional Director for Tamil Nadu & Puducherry  
Reserve Bank of India  
Estate Department  
Fort Glacis, Rajaji Salai  
Chennai - 600 001.**

This is to certify that to the best of our knowledge and information M/s. /Shri.....  
a customer of our bank having marginally noted address, are/is respectable and can  
be treated as good for any engagement up to a limit of  
₹.....(Rupees  
.....).

This certificate is issued without any guarantee or responsibility on the bank or any  
of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Details of Bidder’s Banker**

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.  (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

**Signature of the bidder with seal**

**Annexure 'B'**  
**Format for Letter of Auhthorisation / power of attorney for signing of application/proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise 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 tender for **Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai.** including signing and submission of all documents and providing information / responses to Estate Department RBI, Chennai representing us in all matters before RBI Chennai, and generally dealing with RBI Chennai in all matters in connection with our proposal for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

**Annexure 'C'**  
**Schedule of Technical Deviations if any**

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

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

Seal of company & Signature

**Annexure 'D'**  
**Proforma of Performance Bank Guarantee for Security Deposit**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
 Reserve Bank of India  
 16, Rajaji salai  
 Chennai- 600 001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_ (INR \_\_\_\_\_only) furnish able to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai** as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ INR(\_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR\_\_\_\_\_ (INR\_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts

- to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
  4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
  5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
  6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as

the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other

person.

- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal with Address)



**Annexure 'E'**  
**ECS/ NEFT mandate form**  
**(Mandate for receiving payments through ECS /NEFT from RBI, Chennai)**

All entries should be filled in neatly and legibly in Capital letters

Details of the Vendor											
1	Name of the Vendor										
2	Address of the Vendor										
3	Email ID of the Vendor										
4	Phone Number										
5	Mobile Number	0									
6	Contact Person										

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor											
1	Name of the Bank										
2	Name of the Branch										
3	Address of the Bank Branch										
4	IFS Code ( 11 digits)										
5	MICR Code ( 9 digits )										
6	Bank account type (SB-10/ CA-11 / CC -13)										
7	Core Banking Account No.										

Please enclose the undernoted documents in support of the details mentioned above

(1) a blank cancelled CTS-cheque

- (2) Photocopy of your PAN card
- (3) Proof of GST registration

**Declaration**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date \_\_\_\_\_

Signature of the Vendor/ Account holder

Place \_\_\_\_\_

Vendor Common Seal

The Mail ID of Estate Department for Communication:  
[estatechennai@rbi.org.in](mailto:estatechennai@rbi.org.in)

**Annexure 'F'****Complaint Escalation Matrix**

<b>Sl.no</b>	<b>Support Level</b>	<b>Name</b>	<b>Phone no.</b>	<b>E-mail ID</b>
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

**Signature & Seal of the firm**

**Annexure 'G'**

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

To

The Regional Director  
Reserve Bank of India  
16, Rajaji salai  
Chennai- 600 001

Sir,

**Subject: Undertaking Letter of M/s \_\_\_\_\_ for participation in the bid for Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai.**

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that ..... (Name of the bidder)
- i. is not from a country sharing land border with India, or
  - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
  - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
  - iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

*(Strikeout whichever of the above is not applicable).*

3. I /We hereby certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we .....(Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

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

Signature and name of the authorized signatory of the firm with date

**Annex 'H'-**  
**Undertaking / Declaration of debarment of Public Institutions**  
(To be submitted by tenderes on their letters head duly sealed and signed by  
authorised signatory)

To  
The Regional Director  
Reserve Bank of India  
Fort Glacis, Rajaji Salai  
Chennai – 600001

Dear Sir,

**Subject: Supply, Installation, Testing and Commissioning (SITC) of 120 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 100 AH) having Fire retardant casing in Main Office Building at Reserve Bank of India, Chennai**

1. I/We certify that..... (Name of the Bidder)
  - a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
  - b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
  - c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
  - d) have been maintaining a clean tract record without any involvement in unlawful/illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.
  
1. I/ We know and understood that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

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