



SCHEDULE OF TENDER (SOT)

**Design, Supply, Installation, Testing & Commissioning of 2x120 KVA
Uninterrupted Power supply(UPS) System for Bank's Central Office
Building at Fort, Mumbai**

Sr. No.	Details	Date/Time
a.	E-tender No.	RBI/Central Office/Premises Department/3/22-23/ET/43
b.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi)
c.	Estimated Cost	₹ 18.00 lakh
d.	View tender - Date, Time on MSTC Web portal	03.05.2022 at 12 noon
e.	Pre-Bid meeting	Online 11.30 AM of 31.05.2022
f.	Earnest Money Deposit	₹ 36,000/- EMD in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before 2:00 PM of 13.06.2022 . EMD can also be remitted to Reserve Bank of India Account of on or before 2:00 PM of 13.06.2022 . The account details for NEFT transactions are as under: Beneficiary Name- Reserve Bank of India IFSC : RBIS0COD001 Account No: 41869163273 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents
g.	<u>Bid Start date-</u> Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10:00 AM of 02.06.2022
h.	<u>Bid close date-</u> Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 13.06.2022
i.	a. <u>Tender open Date:-</u> Date & time of opening of Part –I (i.e. Techno – Commercial Bid). b. Date of opening of Part - II (i.e. Price Bid)	a. 3.00 PM of 13.06.2022 b. <i>shall be informed separately to the bidders eligible for Part II of the tender</i>

Note: The firms shall pay the mandated transaction fee to MSTC payment gateway in favour of MSTC LIMITED



RESERVE BANK OF INDIA
भारतीय रिजर्व बैंक
PREMISES DEPARTMENT
MUMBAI

Tender Notice for Design, Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

1. E-tenders in two parts (Part -I and Part –II) are invited for "**Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai**
2. Tender forms will be available from **03.05.2022** and submission of bids can be done from - **10:00 AM of 02.06.2022 to 02:00 PM of 13.06.2022** at MTSC website. The duly filled in tender documents should be uploaded on MSTC website before **02.00 PM** on **13.06.2022**.
3. E-Tendering forms can be downloaded from the website <https://www.mstcecommerce.com> and uploaded along with all the information / documents, mentioned in the commercial terms and conditions of the tender.
4. Only those **contractors who** possess the following shall be eligible to participate in the tender:
 - I. Minimum last 5 years of experience in the field of undertaking similar works viz. SITC of UPS system with IGBT based rectifier and inverter (N+1) parallel Redundant Mode for Data Centers/ / /Large financial Institutions/IT Complexes/Technology Parks/Multi-specialty Hospitals/similar organizations etc. as on March 31, 2022.
 - II. Have executed successfully similar works within 5 years (Supply, Installation, Testing and Commissioning of UPS system) on or after March 31, 2017 individually costing as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost.

or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost.

or
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.

Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works. Tenderers should also provide a list of completed works with all the details as per the ([Annexure-7](#))

AND

III. Minimum yearly turnover of ₹ 18.00 lakh during last 3 financial years supported by audited financial statements.

AND

IV. Should furnish Banker certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of **Rs 18.00 lakh (Annexure- 8)**

AND

V. A service setup in Mumbai or its suburbans for rendering after sales service.

5. The following documents shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of Bid. These documents shall also be submitted to RBI before the prescribed date & time for submission of Bids. The following relevant documents should be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant documents.
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any of carrying out works for the Reserve Bank of India at any center should also be given
c)	Turn over during the specified period	A certificate issued by the Chartered Accountant shall be submitted.



d)	Name(s) and address (es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc. of the contact executive (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.
e)	Details of Bank account	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
f)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost(s) of executed work(s) completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be

6. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.
7. Tender (Part I & Part II) shall be submitted through e-tender portal of MSTC. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, tenderer's additional conditions, if any and the EMD of **Rs 36,000 /-** in the form of Demand Draft/NEFT in favour of Reserve Bank of India payable at Mumbai OR an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma valid for six months which is available in the Part I of the tender form submitted to the Premises Department Central Office, RBI, Fort Mumbai on or before **13.06.2022 up to 2.00 pm.**
8. The applicants/tenderers have to upload the scanned copy in MSTC portal on or before **13.06.2022 up to 2.00 pm.**
- Client's certificate as per format at [Annex-7](#) for qualified works they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
 - Banker's certificate as per format at [Annex – 8](#) from their Banker/Bankers.**
The certificates should be addressed to Chief General Manager, Reserve Bank of India, Premises Department, central office Fort, Mumbai and shall be submitted/uploaded along with their application/tender.
The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate



proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

9. The tenderers shall indicate details of the service Centre at MUMBAI, the staff strength, contact numbers and the availability of spares for the system as per enclosed proforma ([Annexure – 9](#)).
10. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
12. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

**Chief General Manager
Reserve Bank of India,
Premises Department,
Central Office
Mumbai**



SCHEDULE OF TENDER (SOT)

Item	Description
e-Tender no	RBI/Central Office/ Premises Department/3/22-23/ET/43
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Estimated Cost	Rs. 18.00 Lakhs
View tender – Date, Time on MSTC Web portal	03.05.2022 at 12.00 noon
Pre-Bid meeting	Online 11:30 AM on 31.05.2022
Earnest Money Deposit	Rs. 36,000/- EMD in the form of Demand draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tenderer inviting authority (RBI) on or before 2:00 PM of 13.06.2022 . EMD can also be remitted to Reserve Bank of India Account on or before 2:00 PM of 13.06.2022 . The account details for NEFT transactions are as under: Beneficiary Name: Reserve Bank of India IFSC : RBIS0COD001 Account No.: 41869163273 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.
Bid Start Date- Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10:00 AM on 02.06.2022
Bid close Date- Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	02:00 PM on 13.06.2022
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II (i.e. price bid) shall be informed separately	a. 3:00 PM on 13.06.2022 b. Shall be informed separately to the contractors eligible for Part II of the tender
Transaction Fee	Rs.1180/- (inclusive of GST @18%)To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. Please do not transfer the transactionfee to Reserve Bank of India, Mumbai



Important instructions for E-procurement

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

1	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI</p> <p>Logo-</p> <p>>Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (RBI):</u></p> <ol style="list-style-type: none">1. Mr. S. G. Pawar, AM(Tech) - subhashpawar@rbi.org.in – 99589 699192. Smt. Rashmi Gehani, Manager(Gen) - rgehani@rbi.org.in – 98333 520893. Mr. Ashutosh Singh, AGM(Tech) - ashutoshsingh@rbi.org.in – 08872 004140 <p><u>Contact person (MSTC Ltd):</u></p> <ol style="list-style-type: none">1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-099877584602. Ms Rupali, Manager- rpandey@mstcindia.co.in Mobile- 094587040373. Mr. Tanmoy Sarkar, Deputy Manager- tsarkar@mstcindia.co.in Mobile- 083498946644. Google hangout ID- (for text chat)- mstceproc@gmail.com <p>Email: helpdesk@mstcindia.co.in</p> <p>Contact No.: -</p> <ol style="list-style-type: none">1) +91 33 4060 91182) +91 33 2289 50643) +91 33 2290 10044) +91 33 4064 5316 <p>B) System Requirement:</p> <ol style="list-style-type: none">i) Windows 7 or above Operating Systemii) IE-7 and above Internet browser.iii) Signing type digital signatureiv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.
	<p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p>



	<p>□ Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. □ Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>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.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Contractors 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.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt. dept.→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then the Common Terms/Commercial specification should be filled up and the same should be saved. After that click on the Technical bid. If the application does not work, the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical</p>



	<p>bid. When the same is done, the Commercial Bid link becomes active, which is to be filled up, after which the vendor should click on “save” to record their Commercial bid. Once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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 supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize them with the system before bidding.





भारतीय रिज़र्व बैंक



Reserve Bank of India
Premises Department
MUMBAI



E-tender for

Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

Techno-Commercial - Bid

Name of Firm _____

Address: _____

Last Date for Submission: 13.06.2022 before 02.00 p.m.



Disclaimer

Reserve Bank of India (The Bank), Premises Department, Mumbai (the Bank) has prepared this tender document. The information is provided to prospective contractors to enable them to bid **for DSITC of 2X120 KVA Uninterrupted Power Supply (UPS) System at Bank's Central office building, RBI, Mumbai** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.



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Section I
Commercial Terms and Conditions
Form of Tender

To
The Chief General Manager
Premises Department,
Central Office
Reserve Bank of India,
Fort, Mumbai - 400001

We have carefully examined the requirements, conditions and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and also having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects in writing referred to in articles of agreement, general instructions to tenderers and special conditions, conditions hereinbefore referred to, specifications and schedule of quantities with the conditions of the tender and conditions of contract attached hereto by in all respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Design, Supply, installation, testing and commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System at Bank's Central Office Building, Mumbai
(b)	Estimated cost	:	₹ 18.00 Lakhs
(c)	Earnest Money	:	Rs.36,000/- to be submitted by all contractors along with tender either by DD/NEFT/BG drawn on a scheduled commercial bank in India
(d)	Retention money to be deducted from each on-account bill	:	Nil
(e)	Time allowed for completion of the work from the 14 th day after the date of written order to commence work	:	12 weeks

2. We also agree that our tender will be valid for acceptance by the Bank for 90 days from the date of opening of part I 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 agree to keep the Bank Guarantee towards Earnest Money Deposit valid during the entire period of validity of tender.



3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any 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 document together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs. 36,000/-** as earnest money with 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.

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

Dated thisday of2022.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____
Designation _____
Place _____
Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses (1) _____
Signature with name, _____
address and date _____

Witness (2) _____
Signature with Name, _____
address and date _____

Section- II

Draft for Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Mumbai Regional Office, Shahid Bhagat Singh Marg, Fort, Mumbai-400001, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Employer") of the one part and _____

_____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai and has prescribed specifications and schedule of quantities describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under ₹ ----- (hereinafter referred to as "the said Contract Amount"). vide work order no. ____ / Prem. COBM. No. ____ /2022-23 dated _____

S.N.	Description	Amount
1	Total capital cost of work	₹
2	Comprehensive Annual Maintenance Charges per annum after defect liability period of 12 months	₹

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term "Architect" in the said conditions shall mean CGM, Premises Department, Reserve Bank of India, Mumbai for the purpose of this contract.
3. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. **This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai** to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the said works in the manner laid down in the said conditions and shall make good any damages done



to walls, floors etc. after the completion of such works.

8. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **12 weeks** nevertheless to the provisions for extension of time.
- 10 All payments by the Employer under this Contract shall be made only at Mumbai.
- 11 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
- 12 That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

13 Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:

- A. The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than **four servicing** and attending to **any number of breakdown calls**, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope. Payment shall be made on quarterly basis on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Response time and penalty for each system	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1000/- per day
(b)	Any defects in independent devices, components	24 hours	Rs.500/- per day

- B. The tenderers shall indicate details such as the service center from which the proposed systems at Mumbai will be serviced, the staff strength at that center and the availability of spares for the system at that center. The equipment supplied shall be guaranteed against all types of defects for a period of one year from the **date of virtual completion**. Any defects in the system/sub-assemblies, found within the guarantee period and CAMC period shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.
- C. The tenderers shall also quote their charges separately for comprehensive annual maintenance service after the expiry of the one-year guarantee period. During the comprehensive annual maintenance service contract period, the servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to **any number of breakdown calls**. Comprehensive annual maintenance service charges shall be paid on quarterly basis on rendering satisfactory service and on submission of service reports.

- D. The charges for comprehensive annual maintenance service shall be Rs..... + applicable taxes after expiry of DLP period.
- E. The service contract shall be renewed for an additional period of at least **seven** years after the initial annual service contact period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{10+65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year

A_P The contract amount for the previous year

EPI_C Wholesale Price Index for Electrical Apparatus, appliances& parts 6 months prior to the commencement date of contract for the current year

EPI_P Wholesale Price Index for Electrical Apparatus, appliances& parts 6 months prior to the commencement date of contract for the previous year

CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

14. **Non-disclosure clause:** The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
15. **Prevention of Sexual Harassment:** 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 or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

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

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

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

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

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

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

Signature Clause

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

(Name and designation)

In the presence of



(1)
Address
(2)
Address

Witness

SIGNED AND DELIVERED by
In the presence of
(1)
Address
(2)
Address

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

Witness

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

(1)
(2)
Directors who have signed these presents in token thereof in the presence of
(1)
(2)

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

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

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

Section-III

General Instructions to Tenderer(s) & Special Conditions

3.0 Online e-tenders are invited for the work of “Design, Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank’s Central Office Building at Fort, Mumbai”. The work is estimated to cost Rs.18.00 lakh and is to be completed **within 12 weeks** from **14th day** after the date of written work order. The tenders shall be uploaded/submitted in online manner at MSTC ecommerce site.

3.1 Eligibility Criteria: -

- I. Minimum last 5 years of experience in the field of undertaking similar works viz. SITC of UPS system with IGBT based rectifier and inverter (N+1) parallel Redundant Mode for Data Centers/ /Large financial Institutions/IT Complexes/Technology Parks/Multi-specialty Hospitals/similar organizations etc. as on March 31, 2022.
- II. Have executed successfully similar works within 5 years (Supply, Installation, Testing and Commissioning of UPS system) on or after March 31, 2017 individually costing as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost.

or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost.

or
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.

Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works. Tenderers should also provide a list of completed works with all the details as per the ([Annexure-7](#))

AND

- III. Minimum yearly turnover of **₹ 18.00 lakh** during last 3 financial years supported by audited financial statements.

AND

- IV. Should furnish Banker certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of **Rs 18.00 lakh** ([Annexure- 8](#))

AND

- V. A full fledged service setup in Mumbai or its suburbans for rendering services after sales service.



3.2. Tenderers should submit the following documents in respect of their eligibility:

- i. Copies of detailed work orders indicating scope and value of works for the qualifying works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the proforma.
- iv. Audited financial statement for turnover for last 3 financial years along with ITR.
- v. Banker's Certificate
- vi. Client certificate
- vii. GST registration and PAN details.

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.

All the intending tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates.

- 3.3** A Tender submitted by a firm which is found not satisfying the above criteria will be rejected. All the firms intend to participate in the online tender need to submit EMD before the last date of opening and a scanned copy must be uploaded on the website.
- 3.4** An online pre-bid meeting through Cisco WebEx will be held at 11.30 AM on 31.05.2022 to discuss / clarify anything about the tender. All the intending tenderers are advised to study the tender documents and provide their willingness to attend the pre-bid meeting by email to rgehani@rbi.org.in. Alternatively, the intending tenderer may send their queries through email to ashutoshsingh@rbi.org.in / subhashpawar@rbi.org.in before the above pre-bid meeting for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending tenderers to provide the first feel of the work and site.
- 3.5** Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 3:00 PM and technical evaluation of the same will be done. Firms who are meeting all the eligibility criteria and technically qualified will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in advance.
- 3.6** 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. Tenderers are requested to quote unit rates only and the amount will be calculated automatically by website.
- 3.7** The tenderers shall pay as Earnest Money a sum of Rs.36 000/- (Rupees Thirty Six Thousand only) by NEFT or a demand draft or Bank Guarantee in favor of Reserve Bank of India, Mumbai, drawn on a scheduled bank After receiving the EMD DD. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. EMD shall be forfeited in the case of the Successful Tenderer, if not attended /refused and fails to complete the work within the prescribed time limit.
- 3.8** The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.



3.9 The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance charges 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. Tenderers must quote their rates including GST levied by the Central Government and State Government. 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.

3.9.1 Part I shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials technical description, drawings shall be uploaded with the following:

3.9.2 Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled Bank in India.

3.9.3 Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.

3.9.4 List of deviations, if any, in commercial terms and conditions.

3.9.5 List of deviation, if any, in technical specification.

3.9.6 Any other technical information the tenderer wishes to furnish.

3.9.7 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

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

3.9.9 The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.10 Scope of Work

3.10.1 The scope of proposed work shall be as per the Schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):

- i.Planning for the entire work complete in all respect, designing and finalizing the quantities as per site survey, seeking approval for the quantities before procurement.
- ii.Supply of all the required materials (as per list of the approved makes of materials) in line with the schedule of quantities.
- iii.Dismantling of the existing UPS system.
- iv.Installation, testing and commissioning of the entire new UPS system.
- v.Preparing drawings as per actual work at site
- vi.Completing the documentation, including manual etc.
- vii.Imparting training to the concerned officials of the Bank
- viii.Handing over of the system to the Bank

3.10.2 The installation of 2x120 KVA UPS Sytem shall be inspected and certified by the Original Equipment Manufacturer (OEM) before handing over of the same to Bank.

3.10.3 The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature



etc. in addition to those called for in the Technical Specifications

3.10.4 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.10.5 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc. as required for installation, testing and commissioning of the UPS system.

3.11 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the equipment's and handover same to be Bank after completion of the work.

3.12 Validity of Tender

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

3.13 Lowest Tender Not Necessarily To Be Accepted

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

3.13.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

3.14 Earnest Money, Security Deposit

3.14.1 Intending tenderers shall pay as Earnest Money a sum of ₹ 36,000/- (Rs. Thirty six thousand only) by NEFT/demand draft drawn on scheduled bank payable to Reserve Bank of India, Mumbai. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee issued by a scheduled bank for an equivalent amount towards EMD as per proforma enclosed. The Bank Guarantee shall be in a format given at [Annexure-5](#) and shall remain un-discharged for such period as may be specified for keeping the tender open. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee/EMD amount shall be liable to be enforced. No interest will be paid on EMD.

3.14.2 Tender not accompanied by DD/ Bank Guarantee or NEFT details is liable to be rejected. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or Insurance guarantee or cheque

3.14.3 The above Bank Guarantee shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards **Security Deposit** for an amount equal to **10% (ten percent)** of the contract value (The contract value mentioned in this document means the total value of capital cost of work, excluding buy back value etc at which the work order is awarded) in the enclosed format ([Annexure-6](#)) valid till completion period. In case of delay BG shall be extended upto the date of virtual completion. Such Bank Guarantee should be submitted to the Bank within **15 days** of the issue of the work order.

3.14.4 After satisfactory completion of the work, the tenderer shall furnish an amount equal to **20% (twenty percent)** of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Bank's format towards security deposit for the due fulfilment of the terms and obligations of the DLP and CAMC contract. The Bank guarantee of 10% of contract value submitted towards security deposit for completion period furnished as per clause **3.14.3** will be returned thereafter. This BG for



20% of contract value should be initially valid for a period of **Five (5)** years i.e. (one-year DLP plus four years CAMC) from the date of virtual completion.

After Completion of five years (one year DLP and four years AMC), the 20 % Bank Guarantee submitted above shall be further extended for a reduced amount equal to **10% (ten percent)** of the contract value for due fulfilment of the contract conditions for a further

period of **three (3)** years thereafter. The Bank reserve the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of EIGHT(8) years (One-year DLP and 7 years AMC).

- 3.14.5 Submission of Bank guarantee shall be submitted to the Bank within stipulated time. In case of delays in submission of BG in unavoidable circumstances, charges for Delay in submission of Bank Guarantee shall be recovered from the bills of the Contractor at Bank rate.
- 3.14.6 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.
- 3.14.7 Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee toward EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.
- 3.14.8 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.15 Preference to make in India

- (a) Compliance to the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India and its subsequent revisions shall be a part of tender requirement for this work.

In this regard, Contractor shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure-10](#) along with tender Part – I.

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

- (b) Participating Contractor will be considered for purchase preference under Public procurement (Preference to make in India) PPP-MII order 2017 Revised – Government of India, subjected to their submission of self-certifications and fulfilment of all other documents, conditions of the above “PPP-MII order-2017 Revised” of Government of India.

3.16 Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:

- a. The equipment supplied shall be guaranteed against all types of defects for a period of **1 (one)** year from the date of virtual completion. Any defects in the system/sub- assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at bi-monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.



- b. The tenderers shall also quote their charges separately for comprehensive annual maintenance service after the expiry of the one year guarantee period. During the comprehensive annual maintenance service contract period, the servicing at **bi-monthly** interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Comprehensive annual maintenance service charges shall be paid on quarterly basis on rendering satisfactory service and on submission of service reports.
- c. Firm shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service centre. The service charges shall also take into account all the cost, including travel cost from the nearest service station, cost of spares etc. During Guarantee and AMC period the system will be inspected and checked by deputing a competent, trained service engineer on as per OEM guidelines for Maintenance of system. Suitable log register indicating faults, rectification done with date & time of breakdown should be maintained and got signed from the Bank's Engineer.

This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Response time and penalty for each system	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1000/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.500/- per day

- d. The service contract shall be renewed for an additional period of at least 6 years after the initial annual service contact period of 1 year after expiry of 1 year warranty period. While renewing the contract the new contract amount will be arrived at based on following formula.

$A_C = A_P [(10+65 \times (EPI_C/EPI_P)+25 \times (CPI_C/CPI_P))] \times 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

3.17. Evaluation of tenders:



- Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of rates quoted for comprehensive service contract for a period of **seven years** after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of Total cost of ownership considering the Capital cost and net present value(NPV) of the Annual Comprehensive Maintenance service contract charges for the period of seven years after initial Warrantee period of one year. The said NPV shall comprise:

<input type="checkbox"/>	Cost of 2x120 KVA UPS Systems	Say (A)
<input type="checkbox"/>	Rebate of existing 2x120 KVA UPS Sytem Make "Eaton" without battery Bank	Say (B)
<input type="checkbox"/>	NPV of comprehensive annual maintenance Service contract charges for the period of 07 years after 1-year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and with a discount rate of 8%. Thus, the Multiplying Factor (MF) for working out NPV of AMC for 07 years after (1-year guarantee period) shall be (F =5.6321) Note: (i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender OR 5 % (as per industry practice) of the capital cost of only UPS system whichever is higher. (ii) Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the Part II of tender under head of AMC.	Say (C)
(c)	NPV of Owning the UPS System for 8 years of useful service life shall be worked out as $\{(A)-(B)\} + \{AMC\ rate(C) \times MF\}$	Say (D)
(d)	The work will be awarded for the lowest value of (D) above.	

Total Cost of Ownership ={(Capital Cost – Buy back/Rebate amount) +(5.6321*AMC Rate)}

3.18. Testing of UPS System:

Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to these tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right. This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

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

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



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

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

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

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

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

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

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

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

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

contractor. In the event of action being taken under such clause (ii) above or this clause, the provisions of delivery clause apply as far as applicable.

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

3.19. Terms of Payment

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

- **60% of the quoted rate pro-rata against receipt of the material at site and on submission of the following documents:**
 - i) **Manufacturer's Inspection and Test Certificates**
 - ii) **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 of cost to the Bank.**
 - iii) **Policies of insurance covering all the risks during storage, installation, commissioning, testing and handing over including third party liabilities including the Covid-19 related insurance policy.**
- **20 % of the quoted rate pro-rata against erection, testing, commissioning and handing over. (The installation of UPS system shall be inspected and certified by the contractor before handing over of the same.)**
- **Balance 20 % of the quoted rate of the work will be released after handing over of the entire system subject to submission of BG of contract amount (as per clause 3.14.4) valid up to five years.**

3.20. Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the system to the Bank, in the joint names of the Bank and the contractor (first name of Bank) and it shall cover the following risks.

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10 lakh and with a limit of Rs. 2 lakh per accident.
- The Covid-19 related insurance policy as applicable

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

3.21. Completion Period

- 3.21.1. Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.
- 3.21.2. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.



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

3.22. Packing and Dispatch

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 the Bank's office building, Mumbai

3.23. Signing of Contract Agreement

- 3.23.1. The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 3.23.2. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 3.23.3. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.23.4. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 3.23.5. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor
- 3.23.6. Import License: The Tenderer shall obtain and maintain the necessary import license for importing equipment's/ components accessories into India from the competent authorities, if required. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer. Failure to obtain and maintain import license shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, **the tenderer shall restore them immediately without any delay**. If the tenderer fails to restore the import license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard, the decision of the Bank shall be final and binding.

3.24. Language

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



3.25. Right to Accept Part Tender

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

3.26. Drawings

All required drawings for equipment lay out at Entrance gate should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

3.27. Other Issues

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

3.27.2. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

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

3.27.4. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

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

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

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

3.27.8. The successful tenderer shall provide the PPE (Personal Protective Equipment) for their staff entering in the Bank's Premises and shall ensure to follow all the Bank's instruction related to personal safety, use of PPE inside the Bank's Premises.

3.28. The tenderer should have service facility at Mumbai and its Suburban area.

3.29. 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 their 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 hereof. But if either the Contractor be dissatisfied on any matter 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.

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.

3.30 Clause of Prevention of Sexual Harassment at Work place:

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



- b). Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e.) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

3.31. Non – Disclosure clause:

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

Date:

Place:

Seal and Signature of the Contractor

Section IV

Safety Code

2. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
3. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
5. 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.
6. 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.
7. 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 meter.
8. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
9. 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.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 - 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

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

Section V
The Conditions Hereinafter Referred To

Interpretation clause

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

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigns and successors.
b) "Contractor" (in the case of partnership) (in the case of individual) (in the case of Company)	"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner. "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives. "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 Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantitates and Specifications etc., attached hereto and duly signed.
e) "Notice in writing"	Or written notice 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 Towns Insolvency Act, or the Provincial
	Insolvency Act or any Act amending such original.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean "Design, Supply, Installation, Testing and Commissioning of UPS system at Bank's Central Office Building RBI, Mumbai".

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

2. **Scope of Contract**

The work includes the Design, Supply, Installation, Testing and Commissioning of UPS System for Bank's Central Office Building, RBI, Mumbai, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to

:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

3. Scope of contract includes, but is not limited to, the following:
 - a) The coordination, scheduling and management of work of component suppliers and subcontractors.
 - b) Provide materials as specified in the technical specifications.
 - c) Assembly, Installation and Commissioning of all items as specified and handing over the completed UPS system to the Employer.

4. Contractor's Duties

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

5. Variations to be approved by Employer

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

6. Drawings, Schedule Of Quantities & Agreement

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

7. Work sequence

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the 10th day after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

8. Contractor's use of Estate

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

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- c) Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- d) Move stored products which interfere with operations of building or the operations of other trades.
- e) Obtain and pay for use of additional storage or work areas needed for operations.

9. Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be

followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

10. **No disruption to normal office functions**

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

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

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

13. **Protection of Work and Property**

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record. The Contractor shall take due care for protection of the work and Employer's property.

14. **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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 & 26 thereof.

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 rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

15 **Setting out of work**

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear within a period of five year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

16 **Materials and workmanship to conform to the descriptions**

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

17 Contractor's superintendence and representative on the works

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

18 Dismissal of Workmen

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

19 Access to Works

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

20 Assistant Manager (Tech)/Manager (Tech)

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

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager (Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

21 Assignments and Sub-letting

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

22 Alterations, additions, Omissions etc.

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions

from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

23 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 26 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.

24 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.

25 Measurement of Works

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

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

26 Prices for extra etc. ascertainment of

The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(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 the items omitted, provided if

omissions vary the conditions under which any 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 executed under similar conditions as aforesaid or where the omissions vary the conditions under which any items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

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

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

28 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

29 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within DLP after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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 as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses 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 provisions of this Clause and Clause 2 hereof. The Contractor shall be liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

30 Certificate of virtual completion and Defects Liability Period

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

31 Nominated Sub-Contractor

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

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

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

32 Other persons employed by Employer

The Employer reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

33 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 or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also

against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including fire and earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising there from. without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

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

35 Date of Commencement and Completion

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he 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 Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

36 Damages for Non-completion

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

37. 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 the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

38. Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other

persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

39. 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 supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

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

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

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

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by 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 and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate 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 works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 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 (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which

the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall 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 decision of the Employer shall be final and conclusive between the parties.

40. Termination of Contract by Contractor

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

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 26 hereof.

41. Certificates and Payments

The Contractor shall be paid by the Employer from time to time by instalments 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 Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

42. Delayed Payment

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

43. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,15,16,21,25,26,27,28,29,37(a,b,c,d,f), 38, 39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

44. Settlement of dispute 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 the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party 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.

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 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. The venue of arbitration shall be **MUMBAI, INDIA.**

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

46. Employer entitled to recover compensation paid to workmen

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

47. Abandonment of Works

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

48. Return of surplus materials

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

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

50. Accident Reports

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

51. Marginal Notes

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

52. Progress of Work

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

53. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

54. NON-DISCLOSURE CLAUSE

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

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

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

55. Minimum wages to the workmen:

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

56. Labour License:

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

57. Sexual Harassment of Women:

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 or Local Complaints committee as the case may beand the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provideragainst 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 theBank.

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 monetaryrelief 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 employees who are deployedwithin the Bank's premises.

Date:

Seal & Signature of the Contractor

Place:

Name:

Designation:

Section VI

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 Office 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 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.
7. 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.
8. 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.
9. 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 labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
10. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
11. The tenderer shall use only approved brands of materials.
12. The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India time to time and the Bank

Section VII

Appendix Herein before Referred To

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	14 th day from the date of award of work.
4.	Period of completion	12 weeks from the 14 th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	Rs.8,00,000/-
7.	Retention Percentage	Nil
8.	Installment after virtual completion	100% of Earnest money deposit shall be released
9.	Period of honoring interim certificate	1 month
10.	Interest for delayed payment	3 percent per annum

Date :

Place :

Seal & signature of Contractor

with seal

Schedule of Commercial Deviations

We confirm that all commercial 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

Date :

Place :

Seal & signature of Contractor
with seal

Tenders for Supply, installation, testing and commissioning of 2x120 KVA UPS system at Bank's Central Office Building, MUMBAI.

Check List

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	DD/ Bank Guarantee for Rs 36,000/- in favour of RBI MUMBAI. No interest shall be payable on EMD.	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	Three months from 14 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Penalty during warranty & AMC period	Rs 1000/- per day if defect is not rectified within 4 hours of intimation subject to maximum of 40% of the prevailing the CAMC Charges	
7	Guarantee period	One year after the date of virtual completion.	
8	Factory & field tests	As per tender terms and conditions.	
9	Terms of payment	As per tender terms and conditions.	
10	Performance Bank	20% of contract amount valid for one	

	Guarantee	year during warranty period and to be valid upto the next four years. Thereafter 10% of contract amount from 5 th year onwards and for further 3 years.	
11	Insurance	Shall include for <ul style="list-style-type: none"> 1. Contractor All Risk Policy including fire for supply, transit, storage, erection, testing and commissioning etc., 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions 	

Date :
Place :

Seal & signature of Contractor
with seal

Section – VIII

Technical Specification

System Description

1. The system shall consist of 2 Nos. True On line UPS each of 120 KVA capacity and connected in N+1 parallel redundant mode. In case of additional power requirement in future, the increase in power should be possible by successively adding more UPS units in parallel to these UPS units without affecting the general operation of the system.
2. Each UPS shall be designed to operate as true on line double conversion and shall have galvanic isolation through the Isolation transformer of suitable capacity for meeting out UPS full load, losses of UPS and fully drained battery charging load etc. In case the UPS manufacturer desires to provide Isolation transformer on the output side, the battery bank shall be rated accordingly.
3. Each UPS shall have separate enclosure/ cabinet provided with tinned copper bus bar of suitable rating along with ISI marked FRLS multistrand copper wires used for interconnections.
4. Each UPS shall have its own static switch, IGBT based rectifier/charger, IGBT based inverter and the battery bank.
5. Static bypass module shall ensure the instantaneous transfer of load to the bypass AC source input. Manual maintenance bypass switch shall isolate the UPS for maintenance and transfer the load to the bypass AC source input.
6. In case of malfunctioning of one of the UPS, the defective UPS shall be isolated from the system automatically and the full load will be met by other healthy UPS.
7. In case of failure of both UPS due to internal faults the load shall be fed by the bypass mains automatically, provided the Mains voltage and frequency are within acceptable limits.
8. In case of excessive temporary over loads the system shall be designed to switch over to the bypass mains provided the Mains voltage and frequency are within acceptable limits. After removal of the temporary overload, the system shall automatically switch back to UPS mode from bypass mode.
9. Each UPS shall have complete isolation facility by means of MCCBs/circuit breakers at

battery bank, input and output both so that in the event of failure of one UPS, another UPS can be repaired without switching off the other UPS to ensure continuous output of the healthy UPS to the load.

10. **Existing Exide make batteries capacity of 120AH – 160 nos. (80 nos. - 2 sets) shall be connected to the rectifier output and the inverter input.**

11. Input and Output Power Supply arrangement:

The Bank shall provide Incoming Power Supply Switch/MCCB for each UPS unit and Output Load Panel for taking UPS power in the existing UPS Room. Input/Output panel, UPS to I/O Panel cable shall be provided by the contractor.

12. Earthing :

The Bank shall provide the earth point in the UPS room. The rate quoted for UPS System shall also include for supply and connecting the suitable rating copper earth conductor from the existing earth point to the various equipment of the UPS system such as UPS Units etc.

Technical Specifications of each unit of UPS

	Technology		
	Technology		Digital Signal Processing (DSP)
	Proposed Load		mostly motor load
A	Input	:	
	Rectifier		IGBT based PWM Rectifier
1.	Voltage	:	400 volts \pm 15%, 3 Phase and neutral
2.	Frequency	:	50 Hz \pm 6%
3.	Input Power Factor	:	> 0.99
4	Galvanic Isolation	:	Inbuilt Isolation Transformer with copper winding.
4.	Current Harmonics (THDi)	:	< 3%
5.	Rectifier DC Voltage Ripple at the battery bank		<1%
6.	Rectifier capacity		Rectifier should be able to charge the battery banks in fully discharged condition and also supply power in full load condition in normal operation

B	Output		
	Inverter	:	IGBT based PWM Inverter
1.	Voltage	:	400 volts \pm 1%
2.	Frequency	:	50Hz \pm 1%
3.	Distribution	:	3 Phase, Neutral (4 wire system)
4.	Capacity of each UPS module	:	120 KVA module for set of 2x120 KVA UPS System
5.	Overload	:	110% for Continuous 125% for 10 minutes 150% for 60 seconds
6.	Voltage Regulation	:	
	Static regulation	(a)	\pm 1% during steady state condition
	Dynamic regulation	(b)	Not to exceed 5% when load equivalent to 100% of the total capacity is cut in or cut out.
7.	Recovery time	:	Less than 20 milli seconds in all the above conditions.
8.	Output voltage Wave Form	:	Sinusoidal
9.	Output voltage Distortion with 100% linear load	:	< 1%
	Voltage THD at 100% Nonlinear load		<3%
10.	Crest factor		3:1
11.	Load power factor	:	0.9 lagging. The UPS and the battery bank should be designed based on this load power factor.
13.	No Load Loss including isolation transformer	:	Should not exceed 4% of the rated capacity

14.	Minimum Overall Efficiency in true online double conversion mode (AC to AC including isolation transformer and without battery bank)	:	At 100% of rated capacity at 0.8 lag pf – 92% At 75% of rated capacity at 0.8 lag pf – 92% At 50% of rated capacity at 0.8 lag pf – 91% At 25% of rated capacity of 0.8 lag pf – 90%
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C Features to be provided

1. Manual maintenance by pass switch
2. Static by pass switch
3. Emergency Trip button to trip entire UPS
(Input to the UPS, Batteries, output of the UPS and bypass shall be disconnected with the help of breakers on activation of Emergency Trip)
4. Output voltage adjustment for ± 15 volts
5. **Galvanic isolation for neutral:** Isolation transformer of suitable capacity must be provided in the system.
6. **Reverse phase sequence protection-** Reverse phase sequence protection for each UPS, shall be capable of correcting the input phase sequence and the UPS shall not go to Battery mode under such condition
7. On line temperature display
8. On line battery monitoring & battery alert
9. Battery circuit breaker for each battery Bank

D Alarm Indication /Trips

1. Output frequency error
2. Output voltage error
3. Load on mains
4. Load on batteries
5. Battery voltage low
6. Low input frequency
7. Equipment over temperature
8. Equipment overload
9. Ventilation fan failure
10. Battery output breaker open

E LCD

Display shall be able to provide the following measurement option

i **Voltage –**

Input Converter (1-2-3 Phase / Neutral)

Input by pass (1-2-3 Phase / Neutral)

UPS output (1-2-3 Phase / Neutral)

Battery

ii **Current –**

UPS input (Phase 1-2-3)

UPS output (Phase 1-2-3)

Battery charging / discharging

iii. **Frequency –**

UPS Input

UPS Output

iv **Battery –**

Remaining back-up time (in minutes) capacity

v. **Power**

UPS active output (Phase 1-2-3)

UPS output (Reactive)

UPS load % (Phase 1-2-3)

F **Environmental conditions**

- | | | | |
|----|---------------------------|---|---|
| 1. | Ambient temperature | : | 0 deg. C to 45 deg. C |
| 2. | Ambient Relative Humidity | : | 0-95% non-condensing |
| 3. | Room Cooling | : | Natural / Exhaust |
| 4. | Equipment Cooling | : | Shall be done by means of a number of suitable capacity exhaust fans. |

G **Protection**

1. Fast acting semi conductor fuses
2. Current limiting features
3. Suitable protection for DC filter capacitors
4. Protection for control circuits
5. Inverter tripping without fuse failure on output short circuit

H **Enclosure**

Cable Entry : Top / Bottom /side

I Noise level : Not to exceed 70 DBA (to be measured 1 meter away from the body of UPS)

J Communication features:

The UPS shall have the following features:

1. RS 232 /485 serial port
2. LAN Connectivity interface SNMP port to monitor the UPS using LAN.

K Advance Battery Management :

- (a) To prolong the battery life, the UPS shall be provided with temperature – compensated battery charging and protection against over-charging of battery. Protection against deep discharge of batteries shall be incorporated.
- (b) The UPS shall have an arrangement for on-line battery testing periodically and alert messages/indications should be generated in case of any abnormality in the battery bank parameters.

L UPS Acceptance testing:

The UPS units shall be tested at factory/contractor's premises with 0.8 pf load as per design by the Bank's engineer, before delivery to confirm the technical specifications furnished by the Contractor as per the details of the tests mentioned in the tender. Before offering the UPS for acceptance testing, the Contractor/OEM should test the UPS

as per the detailed tests indicated in the tender and forward the test report in the format provided in the tender for Bank's examination. The test results will be further confirmed/verified during the acceptance testing by Bank's engineer.

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

M Remote Indication Panel for Each UPS System

1. The remote indication panel must indicate Load on Mains, Load on Battery, Load on by pass.
2. Audio and visual alarm should be provided with reset/ack facility when UPS switches over to battery / bypass mode.
3. The scope of work includes the wiring / necessary cabling laid in suitable size PVC conduit to connect the indication panel with UPS up to 50 meters.

Signature of the contractor

Name of the firm

Seal of the firm

Section-IX

Technical Details (to be furnished by the

Contractors) 2x120 KVA UPS System

S.No	Particulars	Bank's requirements	Technical Information to be furnished by Contractor
A	Technology	Digital Signal Processing(DSP)	
B	Suitable for Motor Load	90% of the load will be motor load having high inrush current	
C	Capacity of each UPS in KVA	120 KVA	
D	Make and Model of UPS		
E	Whether each UPS of above mentioned capacity can be connected in parallel in N+1 mode	To be connected in parallel in N+1 mode	Yes/No
F	Isolation Transformer	To be provided in input	Yes/No
	Winding for Isolation Transformer	Copper	Yes/No
	Laminations for Isolation Transformer	CRGO sheet	Yes/No
G	Reverse Phase sequence protection To be provided in input	In built in each UPS	
H	Input		
1	Rectifier technology	IGBT Based PWM	

2	Rectifier capacity	Rectifier should be able to charge the battery banks in fully discharged condition and also supply power in full load condition	Yes/No
3	DC Voltage ripple at battery bank	< 1%	
4	Rated voltage	400 volts 3 phase 50 Hz	
5	Voltage tolerance	+/-15%	
6	Rated frequency	50 Hz	
7	Frequency tolerance	± 3 Hz	
8	Input Power factor	>0.99	
9	Input Current Harmonics THDI	<=3%	
I	Output		
1	Inverter Technology	IGBT based PWM Inverter	
2	Rated voltage	400 volts 3 phase and neutral	
3	Voltage tolerance	+/- 1%	
4	Voltage regulation	$\pm 1\%$ under steady state condition	
		\pm Not to exceed $\pm 5\%$ when load equivalent to 100% of the total capacity is cut in or cut out	
5	Recovery time	<20 m sec	
6	Rated Frequency	50 Hz	
7	Frequency tolerance	± 0.50 Hz	
8	Overload capacity	125 % of rated capacity for 10 min	
		150 % of rated capacity for 60 sec	

J	Overall efficiency with isolation transformer and without battery bank		
1.	At 100% rated capacity at 0.8 lag pf	92%	
2.	At 75% rated capacity at 0.8 lag pf	92%	
3.	At 50% rated capacity at 0.8 lag pf	91%	
4.	At 25% rated capacity at 0.8 lag pf	90%	
K	No load loss including isolation transformer	4 % of rated capacity	
L	Wave form		
1.	Wave form	Sinusoidal	
2.	Output voltage Harmonic distortion		
	a. With Linear load	1%	
	b. With Nonlinear load	3%	
3.	Crest factor	3:1	
M	Battery backup		
1.	Make of the batteries	2X80 Nos 120 AH exide make	
2.	Type of the batteries	SMF and Fire retardant casing	

3.	Voltage of each battery bank	As per existing Design	
4.	Amp Hour rating of each battery	As per existing Design	
5	VAH of each battery bank	As per existing design(including isolation transformer losses if provided in input of UPS)	
6	Total number of batteries for each battery bank for 30Minutes backup	80 Nos.	
	Features Offered		
1.		Manual by pass switch	
2.	Static bypass	To be provided individual for UPS module	Yes/No
	Capacity of Static Bypass	Minimum temporary 200 % overload capacity	Provide details
3	Manual bypass	To be provided individual for UPS module	Yes/No
4	Emergency Trip	To trip entire UPS including the Rectifier, inverter and battery breakers and Bypass	Yes/No
4.	Output voltage adjustment	± 15 volts	Yes/No
5.	Battery circuit breaker	To be provided on Rack of Battery Bank	Yes/No
6.	Galvanic isolation for neutral	Isolation transformer to be provided	Yes/No

7.	Reverse phase sequence protection	To be provided	Yes/No
8.	On line temperature display	To be provided	Yes/No
9.	On line battery monitoring & battery alert	To be provided	Yes/No
O	Alarm Indication and Trips		
1.	Output frequency error	To be provided	Yes/No
2.	Output voltage error	To be provided	Yes/No
3.	Load on mains	To be provided	Yes/No
4.	Loan on batteries	To be provided	Yes/No
5.	Battery voltage low	To be provided	Yes/No
6.	Low input frequency	To be provided	Yes/No
7.	Equipment over temperature	To be provided	Yes/No
8.	Equipment overload	To be provided	Yes/No
9.	Ventilation fan failure	To be provided	Yes/No
10.	Battery output breaker open	To be provided	Yes/No
P	LCD		
i	Display shall be able to provide the following measurement option		
ii	<u>Voltage</u> – Input Rectifier (1-2-3 Phase / Neutral) Input by pass (1-2-3 Phase / Neutral) UPS output (1-2-3 Phase / Neutral) Battery		Yes/No

iii.	<u>Current –</u> UPS input (Phase 1-2-3) UPS output (Phase 1-2-3) Battery charging / discharging			Yes/No
iv	<u>Frequency</u> – UPS Input UPS Output			Yes/No
v.	<u>Battery –</u> Remaining back-up time (in minutes) capacity			Yes/No
	<u>Power</u> UPS active output (Phase 1-2-3) UPS output (Reactive) UPS load % (Phase 1-2-3)			Yes/No
Q	Ambient temperature Heat Sink Temperature	:	0 deg. C to 40 deg. C	
R	Ambient Humidity	Relative Humidity	:	0-95% non-condensing
S	Room Cooling	:	Natural / Exhaust	
T	Equipment Cooling	:	Shall be done by means a number of suitable capacity exhaust fans.	
U	Protection			
1.	Fast acting semi conductor fuses			
2.	Current limiting features			
3.	Suitable protection for DC filter capacitors			
4.	HRC fuses for control circuits			
5.	Inverter tripping without fuse failure on output short circuit			
V	Noise level at 1 meter:			

W	<p>Communication features:</p> <p>The UPS shall have the following features:</p> <ol style="list-style-type: none"> 1. RS 232 /485 serial port 2. LAN Connectivity interface 		
X	<p>Advance Battery Management</p>		
(a)	<p>To prolong the battery life, the UPS shall be provided with temperature compensated battery charging, with protection against over charging of battery.</p> <p>Protection against deep discharge of batteries shall be incorporated.</p>		
(b)	<p>The UPS shall have an arrangement for on-line battery testing periodically.</p> <p>In case of failure of battery, the UPS will go to normal mode and failure signals (visual & audio) shall be raised.</p>		
y	<p>Remote Indication Panel</p> <p>The remote indication panel must have indication for Load on Mains, Load on Battery, Load on By pass.</p>		
	<p>Audio and visual alarm should be provided with reset/ack facility when UPS switches over to battery / bypass mode.</p>		
z	(i) Response time	Time to attend to complaint (Three hours)	

	(ii) Penalty	Rs.1000/- per day if rectification of defects developed in the system is not done in Three hours subject to maximum of 40% of the prevailing AMC charges.	
AA	Software details		
AB	Latest Testing standard followed		
AC	Whether the contractor can supply additional units of the same UPS in next 5 years	Yes/No	
AD	Whether the additional units of the UPS of same capacity can be connected in parallel to this offered UPS System	Yes/No	
AF	Physical details		
1.	UPS cubicle	Height (mm)	
		Length (mm)	
		Depth (mm)	
		Weight (Kg)	
Testing facility			Details to be furnished by the Contractor
1	Please confirm whether the contractor is having the testing facility at their premises/factory to carry out all the tests as mentioned in the tender and ready to carry out the tests along with the same Battery Banks which shall be supplied to the Bank		Yes/No
2	Digital storage oscilloscope	Make and model	

3	Digital 3 phase power analyser	Make and model	
4	Digital multimeter	Make and model	
5	Calibration certificate & traceability (in house or external agency – as applicable).		Yes/No
6	Facility for i/p voltage variation from -15% to +15% (400V nominal) at full load for desired		Yes/No
	KVA rating		
7	Facility for i/p frequency variation from 47 Hz to 53 Hz (50Hz nominal) at full load for desired KVA rating		Yes/No
8	Load Bank of desired rating.		Yes/No

Please enclosed relevant technical brochures in support of various parameters stated above.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Pre- Dispatch Factory Testing of UPS System

Firm will carry out in house test in given format and submit the same to Bank before inviting Bank's engineer for Pre- Dispatch Factory test.

Bank will arrange for boarding and lodging of Banks engineer deputed for testing.

UPS under testing: 2x120 KVA UPS system in (N+1) Parallel Redundant Configuration.

Make of UPS:

Model of the UPS:

Sr. No. of the UPS1 and UPS 2: _____

Details of Instruments used for testing:

Type	Make	Model	Calibrated on
Power Analyzer			
Multi-meter			
Storage type CRO			

The UPS System shall be tested before delivery at site and the following tests shall be performed.

1. Input voltage variation test at rated load condition.

Vary the input voltage to the UPS and note the readings.

The parameters recorded are: input voltage, input current, DC Voltage, DC Current, output voltage, output current, output waveform distortion and RMS ripple on battery terminal

Input Voltage	Output voltage	Output Voltage Harmonics	Ripple at Battery terminal
340 V			
400 V			
460V			

This test shall give following result:

- i. **Output voltage Range-** Output voltage should be $400 \pm 1\%$ over the entire range of input voltage (340 Volt to 460 Volts)
- ii. **Output voltage waveform distortion over entire range at linear load.** (For this test the battery is not connected at Battery terminal.)
- iii. **Ripples at battery terminal**

2. Measurement of input power factor, input current harmonic distortion & efficiency:

- a. The input voltage is kept nominal i.e. 400V.
- b. Rated load is connected at the output
- c. The parameters measured are input power, input current, input voltage, input power factor, input current harmonic distortion, output power, output voltage, output frequency, output waveform distortion and DC Voltage and DC Current (for this test also battery is not connected at battery terminal).

This test shall give:

- i. **Input power factor** (should be better than 0.99)
- ii. **Input current harmonic distortion THDI**
- iii. **Over all AC to AC efficiency at 100% load**

3. Output wave form distortion test on non-linear load (rectifier type load).

- a. Keep input voltage nominal. Connect nonlinear load (rectifier load)
- b. Measure output wave form distortion for output voltage & output current

This result shall give:

The output voltage wave form distortion on nonlinear load.

4. Transient response test:

- a. Connect rated load. Keep input voltage nominal. Connect digital storage oscilloscope/power analyzer at UPS output.

- b. Apply 0 to 100% step load of rated capacity, the output waveform condition at that point is to be measured.
- c. Measure the difference between the output waveform peak value before and after the application of load.
- d. Calculate the recovery time and percentage dip in output voltage.

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

5. Unsurpassed Short Circuit Handling capacity test:

This test shall ensure that the UPS has a power to clear the branch circuit fuse of 20% rating without whole UPS getting tripped in the event of short circuit occurring at one of the branch circuits.

- a. Carefully connect the HRC fuse/MCB of rating with 20% of the UPS rating at the output of the UPS through MCCB.
- b. Short the UPS output through HRC fuse/MCB. And note the results. Fuse should blow or MCB should trip without tripping of UPS.

6. Output dead circuit test.

This test shall ensure UPS has capability to face dead short circuit condition without creating any damage within itself.

- a. Keep input voltage nominal. Ensure UPS is working in normal mode.
- b. Measure output voltage at UPS output.
- c. Carefully create a dead short circuit condition at UPS output through MCCB
- d. Put ON the MCCB. The UPS output will be shorted through link directly. The UPS should trip due to short circuit protection of the UPS without any damage to UPS
- e. Put OFF MCCB thereby removing short circuit at the UPS output.
- f. Reset the fault condition in UPS and the UPS should restart again giving normal output without any problem.

7. Test for parallel redundant.

- a. Connect rated load at UPS output and check output current sharing between two UPSs, it should be equal.

CURRENT	UPS-1	UPS-2
R-Phase		
Y-Phase		
B-Phase		

- b. Check transfer of load from UPS 1 to UPS 2 in event of failure of any one of the UPS. It should not cause any break to the load, which can be observed on digital storage oscilloscope.
- c. Check the transfer of load to bypass when both the UPS fail or trip.

The transfer and re-transfer of load should be smooth without any interruption of the load.

8. Efficiency Test

Connect the rated 0.8 pf lag load and note down the Input KW and Output KW of the UPS by using 3 phase power analyzer. Ensure that the Isolation transformer is also connected.

Load on UPS	Actual Input KW	Output KW	Tested Efficiency	Committed efficiency	Observation
100% load at 0.8 PF					
75% load at 0.8 PF					
50% load at 0.8 PF					
25% load at 0.8 PF					

NOTE:

Example of efficiency computation with 120kva UPS designed at 0.8 pf load

UPS Design

KVA: 120

KW: 96 Kw (120x0.8)

Full load current: $120 \times 1000 / 1.732 \times 400 = 173$ amps at 100%, 130 amps at 75%, 86.5 amps at 50% and 43 amps at 25%. Efficiencies may be computed by passing these currents and complied with Bank's efficiency requirements.

9. Overload Test

- a. **125% Overload:** Connect the 125% of the rated 0.8 PF load and observe. The UPS should continue to provide the output without any tripping etc. for 10 Minutes.
- b. **150% Overload:** Connect the 150% of the rated 0.8 PF load and observe. The UPS should continue to provide the output without any tripping etc. for 1 Minute.

10. No Load Losses Test

Note the power input of the UPS when no load is connected at the output and without battery and compare with the specifications.

11. Output Voltage Regulation (at 100% Load):

Output Voltage at No Load (Vnl): _____ Volts

Output Voltage at 100% load.(Vfl): _____ Volts

Voltage Regulation: $(Vnl - Vfl) / Vnl * 100 =$ _____ %

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

13. Battery Backup Capacity Test: Available at Site

Details of battery Bank for each UPS :

1. Number of Batteries: 80 nos.
 2. AH of each Battery: 120 AH
 3. Make of batteries: Exide
 4. Desired Back up time: 2 hours
- a. Note down the initial charged voltage of each battery before start of battery discharge.
 - b. Connect the rated load on the UPS before start discharging the batteries and note down
 - c. Start discharging the batteries and note the reading at the gap of 3 minutes
 - d. The tripping voltage of the battery bank should be equal to **1.85 x 6 x No. of batteries.**

Time	Battery Bank Voltage	Connected load in KW	Battery Discharge current	Observation

14. RS232/485 and SNMP Communication Port: Availability of the same to be checked and verified.

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

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

17. Protections: Note the details

18. Emergency trip: Test with the help of Emergency Push Button, confirm the tripping of Battery circuit breaker, rectifier input and inverter output breaker and Bypass section isolation as set out in the Technical specifications.

19. AC input Failure Test: Switch off the input supply & Load shall be shifted to battery without Interruption (Record the load transfer Waveform).

20. AC input Return Test: Switch on the input supply & Load shall be shifted to Rectifier without Interruption (Record the load transfer Waveform).

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

22. Heat Run Test at Full Load : Each UPS to be tested on rated load at 0.8 pf lag for 4 hours.

PARAMETER	UPS-1	UPS - 2	Remarks on temperature rise
Starting Time;			
Finish Time			
Output KW			

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

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

SECTION -X

ANNEXURES

TO

VARIOUS SECTIONS AND SCHEDULES

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001

Dear Sir

NAME OF WORK: Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

We.....(Name of the Contractor 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 bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature of Mr./ Ms is attested below:

Signature/(s) of the Contractor
Name/(s)
Stamp/Seal of the Contractor

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

UNDERTAKING

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

To,

Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001

Dear Sir,

NAME OF WORK: Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Proforma of Letter of Authorization from the OEM to participate in this Bid
(To be issued by the manufacturer of offered make of equipment on his letterhead)

To
Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001

Dear Sir,

Subject: Authorization Letter to M/s _____ for participation in the bid for, Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

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

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum **eight years** from the date of this letter.

In the unlikely event of M/s _____ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next **eight years** (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

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

Signature of authorized signatory:

Name :

Designation : Address

Proforma of undertaking for maintenance confirmation by the Contractor

To,

Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001

Dear Sir

Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai

We hereby undertake to maintain the (name of the equipment)_____ to be installed by us in your Premises satisfactorily, for a period of not less than 7years, after expiry of the defect liability/warranty period of one years, under Comprehensive Annual maintenance Contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

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

Yours faithfully,

()

Authorised signatory
(Name and address of the company with Company Seal)

Date:

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(On Non-Judicial Stamp Paper of appropriate value)

Place: _____
Date: _____

Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001

Dear Sir,

Name of Work Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai Ref.:

NIT/Advt.No.....date

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

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

merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

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

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

<p>Witness 1</p> <p>Signature</p> <p>Name</p> <p>Address</p>	<p>Witness 2</p> <p>Signature</p> <p>Name</p> <p>Address</p>
--	--

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

PROFORMA OF PERFORMANCE BANK GUARANTEE for SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Chief General Manager.
Reserve Bank of India
Premises Department
Central Office Building
Fort, Mumbai-400001
Dear Sir,

Name of Work : **Design Supply, Installation, Testing and Commissioning of 2X120 KVA Uninterrupted Power Supply (UPS) System for Bank's Central Office building at Fort, Mumbai**

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. ____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded

notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

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

- a) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- b) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- c) This guarantee shall remain in force upto _____ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

Signature of authorized Bank official
Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

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

FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE Contractor

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Stipulated date of completion
6. Actual date of Completion
7. Detail 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 work 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) Amount of work paid on reduced rate 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/

e) General Behavior

Good/Satisfactory/Poor
Outstanding/Very Good/
Good/Satisfactory/Poor

Note : All Columns should be filled in properly

Reporting officer* with office Seal

*Countersigned

*Officer of the rank of executive engineer or equivalent

FORMAT OF BANKER'S CERTIFICATE

1. Composition of the firm (whether Partnership/private limited/Proprietorship/Public Limited.)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Turnover of the firm for the last 3 financial year (Year Wise).

2019 – 2020

2020 – 2021

2021 - 2022

3. Credit facility / Overdraft Facility enjoyed by the firm
 5. Dealings
 6. The period from which the firm has been banking with your bank.
 7. Any other Remarks.
- You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for work estimated to cost Rs.18.00 Lakhs.

Seal & Signature
For the Bank

Details of Service Set up at the place of work in Mumbai Or Suberbon area

S. No.	Details of Service Centre	
1	Address of Service Centre	
2	Contact details – mobile no., email, land line numbers etc.	
3	Staff strength	
4	Whether spares parts of the UPS system have been stocked at Service centre.	

Date :

Place :

Seal & signature of Contractor
with seal

Performa for Undertaking / Declaration / Certificate by the Contractor regarding country sharing

land border with India

To,
Chief General manager
Premises Department
Central Office
Reserve Bank of India, Fort,
Mumbai -400001

Madam,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Design, Supply, installation, testing and commissioning of 2x120 KVA UPS System for the Bank's Central Office Building at Fort, Mumbai

I / We (Name of Contractor) 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 Contractor 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 Contractor, I / We certify that (Name of the Contractor)

- 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 Contractor) 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 contractor) 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.

Date :
Place :

Seal & signature of Contractor
with seal

List of tools to be supplied free of cost

Sn	Description	Qty

Date :
Place :

Seal & signature of Contractor
with seal

Section -XI

Un - Priced Bill of Quantities

Tender for Supply, installation, testing and commissioning of 2x120 KVA UPS system at Bank's Central Office Building, MUMBAI

Sr. No.	Description	Qty.	Unit
1.	<p>Supply, installation, testing and commissioning of 2 Nos. True On line UPS, each of 120 KVA capacity connected in (N+1) parallel redundant mode with capability to connect more UPS units of same capacity in parallel including isolation transformers, inter- connecting cables, Copper earth conductors etc. as per detailed specifications. The rate shall include testing and commissioning of existing old battery bank (120 AH – 160 nos.) with inter connecting new cables from UPS units to existing battery bank excluding interconnecting cables between the batteries.</p> <p>The rate shall also include for packing and forwarding charges, all taxes and duties as applicable including GST. and any other taxes, levies, duties etc. and insurance charges as per tender.</p> <p>The rate shall include for supply of software including loading in the PC to be provided by the Bank and showing the performance.</p>	1 set.	each
2	Tax CGST		
3	Tax MGST		
4	Sub Total - A		

5	Rupees		
6	Rebate for dismantling and taking away the old and existing UPS Systems (2x120KVA) including Phase sequence corrector panel and isolation transformer excluding battery bank and stand/rack on as is where is basis.	1 set	each
7	Tax CGST		
8	Tax MGST		
9	Sub Total Rebate (B)		
10	Total A - B		
11	Rupees		
12	All inclusive comprehensive annual maintenance service contract charges for the 2x120 KVA UPS system as in item No. 1 above (excluding replacement cost of batteries after warranty period) as per terms and conditions. The rate shall also include for all taxes and duties etc. as applicable.	1 set	per year
13	Tax CGST		
14	Tax MGST		
15	Total CAMC		
16	Rupees		

Signature of the Contractor _____

Name of the firm _____

Seal of the firm _____

E- Tender for
Design, Supply, Installation, Testing and Commissioning of 2x120
KVA Uninterrupted Power Supply (UPS) system for Bank's Central
Office Building at Fort, MUMBAI.

Part II (Price Bid)

Name of Tenderer _____

Address _____

Due Date of Submission: 13.06.2022 at 02:00 PM

Note:

1. Please sign and stamp on each page of part-II
2. All cuttings /overwriting must be authenticated

Reserve Bank of India

MUMBAI

Design, Supply, Installation, Testing and Commissioning of 2x120 KVA Uninterrupted Power Supply (UPS) system for Bank's Central Office Building at Fort, MUMBAI

Part II – Price Bid

Sr. No.	Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1.	<p>Supply, installation, testing and commissioning of a set of 2 Nos. True On line UPS, each of 120 KVA capacity connected in (N+1) parallel redundant mode with capability to connect more UPS units of same capacity in parallel including isolation transformers, inter-connecting cables, Copper earth conductors etc. as per detailed specifications. The rate shall include testing and commissioning of existing old battery bank (120 AH – 160 nos.) with inter connecting new cables from UPS units to existing battery bank excluding interconnecting cables between the batteries.</p> <p>The rate shall also include for packing and forwarding charges, all taxes and duties as applicable including GST. and any other taxes, levies, duties etc. and insurance charges as per tender.</p> <p>The rate shall include for supply of software including loading in the PC to be provided by the Bank and showing the performance.</p>	1 set.	each		
2	Tax CGST				
3	Tax MSGST				
4	Sub Total (A)				
5	Rupees				

Sr. No.	Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
6	Rebate for dismantling and taking away the old and existing UPS Systems (2x120KVA) including Phase sequence corrector panel and isolation transformer excluding battery bank and stand/rack on as is where is basis.	1 set	each		
7	Tax CGST				
8	Tax MSGST				
9	Sub Total Rebate (B)				
10	Total A – B				
11	Rupees				
12	All inclusive comprehensive annual maintenance service contract charges for the 2x120 KVA UPS system as in item No. 1 above (excluding replacement cost of batteries after warranty period) as per terms and conditions. The rate shall also include for all taxes and duties etc. as applicable.	1 set	per year		
13	Tax CGST				
14	Tax MSGST				
15.	Total CAMC (C)				
16	Rupees				

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____