



**RESERVE BANK OF INDIA
IMPHAL**

HUMAN RESOURCE MANAGEMENT DEPARTMENT

E-TENDER FOR DESIGNING, FABRICATING AND INSTALLING PORTA CABIN

(Tender No.: RBI/Imphal/Imphal/1/20-21/ET/249)

Reserve Bank of India, Imphal (hereinafter referred to as the 'Bank') invites e-tender from reputed companies/firms/agencies for 'Designing, Fabricating & Installing Porta Cabin' in Bank's Office at Imphal, Manipur. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eprochome/rbi>). All interested companies/firms/agencies must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. Last date & time for submission of e-tender is December 3, 2020 (Thursday) at 1200 hours. Technical Bids of e-Tenders will be opened on the same day, i.e. December 3, 2020 (Thursday) at 1400 hours. The e-tender document is also available at the Bank's website www.rbi.org.in under the link "Tender".

The Bank reserves the right to accept or reject any or all the tenders/quotations without assigning any reason thereof.

November 2, 2020

**General Manager and Officer-in-Charge
Reserve Bank of India
Imphal**

DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Imphal, herein after called “the Bank” has prepared this e-tender document to give background information on the aforementioned contract to the interested parties. While the Bank has taken due care in the preparation of the information contained herein and believe it to be in order, neither the Bank nor any of its officers/ employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive. Interested parties are required to make their own enquiries and respondents will be required to confirm in writing that they have done so, and not relied only on the information provided by the Bank in submitting the e-tender. The information is provided on the basis that it is non-binding on the Bank or any of its officers/ employees. The Bank reserves the right not to proceed with the e- tender or to change the configuration of the e-tender, to alter the time table reflected in this document or to change the process or procedure to be applied in the e-tendering process. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to the persons or entities expressing interest.

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PART – I

IMPORTANT INSTRUCTIONS REGARDING E-TENDER

This is an e-procurement event of Reserve Bank of India, Imphal. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Financial Bid.

A	<p>Registration</p> <p>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 on the MSTC portal. Electronic submission of Technical Bid as well as Financial Bid can be done on the said portal. The Vendor(s) should possess Class III Digital Signature signing Certificate (DSC). Vendors are to make their own arrangements for bidding from a computer connected with Internet. MSTC/RBI, Imphal will not be responsible for making such arrangements. Bids will not be recorded on the above said e-tendering portal without DSC.</p> <p>NOTE: The Technical Bid and Financial Bid have to be submitted online only through https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</p> <ol style="list-style-type: none">1) Vendors are required to register themselves online with MSTC portal by following the links www.mstcecommerce.com → e-Procurements / Govt. Depts → RBI. Registration should be as a Vendor by filling up the required details and creating own user id and password → click on Submit.2) Vendors will receive a system generated email confirming their registration in the MSTC portal in their email id which has been provided while filling the registration form.3) In case of any clarification required, please contact MSTC/ RBI, Imphal, (before the scheduled time for submission of the e- tender). The name and contact details of RBI, Imphal officials and MSTC are as under: <p>Contact persons (RBI, Imphal):</p> <ol style="list-style-type: none">(i) Mr. Mangta Shoute (Assistant General Manager) Mobile No.: 8837211953 Email id: mangtashoute@rbi.org.in(ii) Mr. Doukhanlun Simte (Assistant Manager, Protocol & Security) Mobile No.: 7710022860 Email id: dsimte@rbi.org.in(iii) Mr. Umang Lama (Assistant Manager) Mobile No.: 8777641080 Email id: umanqlama@rbi.org.in <p>Contact persons (MSTC Ltd.):</p> <ol style="list-style-type: none">(i) Mr. Prashant Chitranjan Mobile No.: 8592888286 Email id: pchitranjan@mstcindia.co.in(ii) Mr. Raj Rohit Khalkho Mobile No.: 9127754867 Email id: rrkhalkho@mstcindia.co.in(iii) MSTC Helpdesk (For System Settings only) Tel No.: 033 22901004, 033 22895064, 033 22831002
B	<p>System Requirements</p> <p>The systems requirements for registering with the MSTC portal and submitting e-tender is as below:</p>

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) Internet browser – Internet Explorer-7 and above.
- iii) Class III Digital Signature - Signing Certificate (DSC)
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable “Protected Mode” for Digital Signing Certificate to appear in the inbox following settings may be applied:

•Tools => Internet Options =>Security => Disable protected Mode If enabled. Remove the tick from the tick box mentioning “Enable Protected Mode”.

For other Settings: The vendor(s) may follow the following links:

•Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ follow the path:

•Tools→ Internet Options→ custom level (Please run Internet explorer settings from the page www.mstcecommerce.com once)

For more details, vendor(s) may refer to the Vendor Guide and FAQs available at www.mstcecommerce.com/eprochome

C Process of E-tender

1. The Prospective e- tenderers will have to submit the Technical Bid (Part-I) and the Financial Bid (Part-II) online at www.mstcecommerce.com/eprochome/rbi. E-tenders will be opened electronically on the date and time as given in the tender document.

2. The information sought for in the e-tender should be entered in the online Technical Bid (Part-I) and the Financial Bid (Part-II) format without any ambiguity.

3. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using the “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the e-tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online. On selecting NEFT, the vendor shall be able to 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 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 in this regard. A vendor will not have access to online e-tender without making the payment towards transaction fee and the same is non-refundable.

NOTE: Tenderers are advised to remit the transaction fee well in advance before the closing time of the event so that sufficient time is available with them to submit the bid online.

4. Any information regarding tenders/corrigendum if any, uploaded on the MSTC portal by the Bank will be sent through email to the vendor’s email-id as given at the time of registration with the MSTC portal. Hence, the vendors are required to ensure that their corporate email-id provided at the time of registration of vendor with MSTC is valid and updated. Vendor(s) are also requested to ensure validity of their DSC (Digital Signature Certificate).

5. E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

6. Bidding in E-tender:

- a) Vendor(s) need to submit the necessary Earnest Money Deposit (EMD) to be eligible to bid online in the e-tender. No interest will be paid on the EMD. EMD of the unsuccessful vendor(s) will be refunded by the e-tender inviting authority after completion of the e-tendering process.
- b) The process of bidding involves electronic submission of Technical and Financial Bid.
- c) The vendor(s) who have submitted transaction fee can submit their Technical Bid and Financial Bid through internet on MSTC website www.mstcecommerce.com by following link → e-procurement → PSU/Govt. Depts. → Login under RBI → My menu → Auction Floor Manager → Live event → Selection of the live event.
- d) The vendor(s) should allow running JAVA application in the system. This has to be done immediately after opening of Bid floor. Thereafter, the vendor(s) have to fill up Common terms/ Commercial specification, save the same and click on the Technical Bid. If JAVA application is not run in the system, the vendor will not be able to save/ submit his Technical Bid.
- e) After filling the Technical Bid, vendor(s) should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same must be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- f) Vendor(s) are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded by the vendor on the MSTC portal.
- g) In all cases, vendor should use their own user ID and Password along with Digital Signing Certificate at the time of submission of their bid.
- h) During the entire e-tendering process, the vendors will remain completely anonymous to each other.
- i) The e-tender floor shall remain open from the pre-announced date & time till the completion of e-tendering process.
- j) All electronic bids submitted during the e-tendering process shall be legally binding on the vendor(s). The bid(s) will be considered as valid bid(s) offered by the vendor(s) and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor(s) for execution of supply.
- k) It is mandatory that bids are to be submitted with Class III digital signing certificate failing which the same will not be accepted by the system.
- l) The Bank reserves the right to cancel/ reject / accept / withdraw / extend the e-tender in full or part as the case may be, without assigning any reason thereof.
- m) No deviation from the terms and conditions of the e-tender document by the tenderers is acceptable. Submission of bid in the e-tender floor by any vendor(s) confirms his acceptance of terms & conditions of the e-tender.
- n) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- o) No deviation from the terms & conditions as mentioned in the e-tender document is allowed.
- p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- Vendor(s) are requested to read the vendor guide and go through the video on the web page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

PART – I
Section I

ELIGIBILITY CRITERIA & IMPORTANT INFORMATION

1.1 Basic Criteria:

SN	Heading	Details
1	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 document.
2	Registration	Bidder must have PAN No., GST Registration. Copy of PAN Card, GST registration etc. must be submitted as a part of eligibility condition.
3	Solvency Certificate	Should furnish solvency certificate issued by Bidder's banker, for the work of " Designing, Fabricating & Installing Porta Cabin for Bank's Office Premises at RBI, Imphal, Manipur – 795 001 ", for an amount of ₹6.88 Lakh issued after tender inviting date as per format given in Annexure C .
4	Work experience & Completion of similar works of specified value during the specified period	<p>Only those contractors who have minimum 5 years of experience in the field of undertaking similar 'Designing, Fabricating & Installing Porta Cabin' and have executed successfully similar works individually costing</p> <p>(a) <i>Three works each costing not less than the amount equal to 40% of the estimated cost, i.e. ₹2,75,200/- or</i></p> <p>(b) <i>Two works each costing not less than the amount equal to 50% of the estimated cost, i.e. ₹3,44,000/- or</i></p> <p>(c) <i>One work costing not less than the amount equal to 80% of the estimated cost ₹5,50,400/- during last 5 years.</i></p> <p>Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works 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.</p>
5	Turnover during the specified period	The Bidder should have a minimum annual turnover of ₹6.88 Lakh during the last 3 financial years ending March 31, 2020. Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
6	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

7	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
8	Name(s) and address(es) of The Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished in Bank's format given in Annexure-D .
9	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished. Details of at least 3 clients should be furnished in the Bank's format given in Annexure-E .
10	Tender submitted by a Bidder who is found to be not satisfying the above criteria will be liable for rejection	

1.2 Important Information:

SN	Heading	Details
1	Estimated cost	₹6,88,000/-
2	Earnest Money Deposit (EMD)	EMD of ₹13,760/- in the form of irrevocable Bank Guarantee or remitted through NEFT (Details of NEFT as per Annexure-A) to be submitted. Documentary evidence for NEFT or Bank Guarantee shall be submitted to the General Manager and Officer-in-Charge, Reserve Bank of India, Lilashing Khongnangkong, Opposite Manipur Legislative Assembly, Imphal, Manipur – 795 001. Failure to comply with this condition will render the tender void.
3	(i) Date of issue of tender/download from RBI website, www.rbi.org.in	From 1200 hours of November 2, 2020 (Monday) up to 1200 hours on December 3, 2020 (Thursday)
	(ii) Date of starting of online submission of e-tender (Technical Bid & Financial Bid) at www.mstcecommerce.com/eprochome/rbi	From 1200 hours of November 9, 2020 (Monday) up to 1200 hours on December 3, 2020 (Thursday)
4	Date and place of Pre-Bid meeting	November 9, 2020 (1100 Hrs) (Monday) at Conference Room, Reserve Bank of India, Imphal to answer any queries/ provide clarifications that the Bidders may have in connection with the work/ tender and to give them relevant information regarding the same. The tenderers are expected to get all the issues clarified during this meeting and should not deviate from the Bank's tender conditions/specifications in their Technical Bid (Part – I) and Financial Bid (Part – II).
5	Last date and time of submission of completed Bid	December 3, 2020 (1200 Hrs) (Thursday)
6	Date and time of opening of Technical	December 3, 2020 (1400 Hrs) (Thursday)

	Bids	
7	Date and time of opening of Financial Bids	Shall be intimated to all Bidders later after scrutiny of Technical Bids
8	Commencement Date	As specified in the work order
9	Power of Attorney in case of Company	Shall be submitted in favour of the person signing the tender documents
10	Payment condition	Refer Para 4.4
11	Liquidated damages	Refer Para 4.3
12	Validity of the tender	90 days from the date of opening of Technical Bid
13	All disputes arising shall be subject to the jurisdiction of courts in	Imphal
14	Retention Money Deposit (RMD)	5% of the total value of work done will be withheld from the bill by the Bank as Retention Money (RM).
15	Address for dispatching the EMD	The General Manager & Office-in-Charge, Reserve Bank of India, Lilashing Khongnangkhong, Opposite Manipur Legislative Assembly, Imphal, Manipur – 795 001 (online, as part of Technical Bid as mentioned in Part – I “Important Instructions regarding e-tender”).
16	Contact persons for communication in connection with this tender	(i) Mr. Mangta Shoute Asst. General Manager Mobile No.: 8837211953 Email id: mangtashoute@rbi.org.in (ii) Mr. Doukhanlun Simte Asst. Manager, Protocol & Security Mobile No.: 7710022860 Email id: dsimte@rbi.org.in (iii) Mr. Umang Lama Asst. Manager Mobile No.: 8777641080 Email id: umanglama@rbi.org.in

1.3 The Bank reserves the right to accept or reject any or all bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the Bank for rejection of his Bid.

1.4 All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free to use the concept of the same at its will.

Place:
Date:

Signature and Seal of the Bidder

PART – I
Section II
SCOPE OF WORK

1. **Area of work:** Bank's Office Building at Imphal, Manipur – 795001.
2. **Scope of fabrication work:** Designing, fabricating and installing at site prefabricated CR Sheet Porta Cabin of size 20ft x 10 ft x 8.5 ft with the following specifications:

SN	Component	Description
1	Bottom Frame & Structure	The bottom rail will be formed with 100 mm x 100mm x 3mm (thick) square pipe. Corner post will be of 100 mm x 100mm x 3mm (thick) square pipe. The four corners (cross-sections shall be sufficiently strengthened to facilitate transportation, lifting and shifting). The base frame square pipe made by 100mm x 100mm x 3mm, 50mm x 50mm x 3mm & 25mm x 25mm x 3mm with minimum spacing 2ft x 2ft
2	Shell	Fabricated from 1.2 mm thick CR Sheet duly welded, self-draining roof, entry door & windows.
3	Side Walls & End Walls	Shall be made out of pressed sections of suitable exterior wall. Shall be made up of 1.20mm thick CR Sheet duly welded.
4	Roof	Self-draining type roof shall be made of 1.20mm thick CR Sheet duly welded. The top rail finished with 50mm x 50mm x 3mm square section and covered with 11mm BSL MDF Board Hollow Tubular sections.
5	Hooks	Specially formed Hooks for easy lifting & shifting by (6mm THK plate).
6	Internal wall and roof	11 mm BSL MDF Board.
7	Insulation	50 mm thick 48kg/cum density Rockwool.
8	Bottom Flooring	19 mm ply duly fixed with self-tapping screw finished with waterproof PVC Vinyl sheet, 0.5 mm Aluminium checker sheet and aluminium strip.
9	Main Door	Size – 1.2 m x 2.1 m (ht), 2 nos. (at entry & exit), Will be made of 1.2 mm thick CR Sheet duly welded, standard hatch bolt fitted inside and outside with locking arrangement.
10	Window	04 nos., Size: 3 ft x 4 ft aluminium sliding with 4mm tinted glass and safety mesh.
11	Outside Painting	Antirust treatment with Red Oxide Primer and finished with 2 coats of Enamel Hi-Gloss paint Feroza Blue.

3. Scope of Electrical work: Points/ Wiring

SN	Description	Qty
1	Supply, installation, testing and commissioning of double door 12 ways SPN MCBDB with necessary neutral link, earth link, including circuit wiring termination, internal wiring, blanking plate etc. Incomer: 32A TPNMCB – 1 no. Outgoing: 20A SPMCB – 3 nos. 10A SPMCB – 2 nos.	1 Set
2	Supply & Providing wiring for light point using 3 x 1.5 sq. mm. 1100 Volt grade multi-stranded copper conductor PVC insulated FRLS wire, partly surface/ concealed manner through trench/ partition wall/ in suitable dia. ISI mark medium duty rigid PVC conduit with required accessories like Bends, Tees, Junction boxes etc., in concealed manner. Rate shall include for provision of modular plate type switches with respective make required size mounting plate fixed on wall and three plate ceiling rose/ connector/ angle holder in junction box. Point wiring rate shall also include necessary circuit wiring from MCBDB to main lighting switch boards and from main switch board to other lighting switchboard in same room with 2 x 2.5 + 1 x 1.5 sq. mm. copper conductors PVC insulated wire and required blank plate in switchboard as directed by Bank's Engineer.	

	2.1	Wiring as above but for one light point controlled by one 6 Amp. Plate type switch.	4 pts
	2.2	Wiring as above but for ceiling /cabin fan point controlled by one 6 Amp. plate switch with electronic step regulator suitable for 56 inch ceiling fan	2 pts
	2.3	Wiring same as above but for 6 Amp independent plug point with 3 x 1.5 sq mm copper wire	3 pts
	2.4	Wiring for half point on lighting switch board with 6 amp switch and 6 amp 5 pin socket including internal wiring etc.	5 pts
3		Supply & Providing wiring for power point using 2 x 4 sq. mm + 1 x 1.5 sq. mm 1100 Volt grade multi-stranded copper conductor PVC insulated FRLS wire, partly surface/concealed through trench/ partition wall/ in suitable dia. ISI mark medium duty rigid PVC conduit with required accessories like Bends, Tees, Junction boxes etc. Rate shall include for provision of modular type plate type switches with respective make required size mounting plate fixed on wall. The wiring shall be done from MCBDB to each power points for AC, X-Ray Baggage Scanner and printer etc.	
	3.1	Do as above but for 6/16Amp socket plug point controlled by one 16 Amp indicator type plate switch.	3 pts
4		Supply & providing wiring for telephone point from outside the porta cabin to work desk inside the porta cabin with two pair 0.5 mm. dia. copper conductor PVC insulated PVC sheathed telephone cable through trench/ partition wall/ suitable dia. ISI mark medium duty rigid PVC conduit with required accessories like Bends, Tees, Junction boxes etc. in concealed manner. Rate shall include for providing of 2 nos. of telephone RJ-11 jacks with respective make required size mounting plate fixed on respective make zinc passivated M.S. concealed box	1 pt
5		Supply & Providing wiring for data point from outside the porta cabin to work desk inside the porta cabin with required CAT 6 cable through trench/ partition wall/ suitable dia. ISI mark medium duty rigid PVC conduit with required accessories like Bends, Tees, Junction boxes etc. in concealed manner. Rate shall include for providing of RJ-45 jack with respective make required size mounting plate fixed on respective make zinc passivated M.S. concealed box	2 pts

Note: Qty = Quantity

4. List of approved makes of material

SN	Accessories	Approved makes	Makes offered by contractor
1	Modular switches and sockets/ ceiling roses/ step type regulator/ dimmer	Anchor ROMA/ MK/ Legrand Mosaic/ Merlin Gerin/ Hegar	
2	PVC wires 1100 volt grade FRLS	Finolex/ Polycab/ CCI/ Universal/ Gloaster	
3	MCBs/DBs	Legrand/ Merlin Gerin/ Hegar	
4	Control terminals	Wago/Schneider/ Elmex	
5	Lugs	Dowells/ Braco Comet	
6	Telephone Sockets/ TV outlet	Anchor ROMA/ Legrand/ MK	
7	PVC conduits and casing-n-capping	Precision/ Modi/ Diamond/ Sudhakar	
8	Telephone wire	Delton/ Finolex/ Polycab	
9	Ceiling rose/ Angle holders/ adaptors	Anchor/ any approved make	

Note: Inspection of Porta Cabin will be carried out by the Bank officials in the factory/ plant before shifting Porta Cabin to RBI, Imphal.

Place:
Date:

Signature and Seal of the Bidder

PART – I

Section III

GENERAL INSTRUCTIONS TO BIDDERS

SN	Description
3.1	Tender Document
3.1.1	Tender shall consist of this document having Twelve Sections along with any Annexures, Schedules, Addendum or Corrigendum etc. issued by the Bank for the purpose.
3.1.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
3.1.3	The Tender shall be prepared and submitted as mentioned in Part – I “Important Instructions regarding e-tender”. Each page of the forms shall be signed and submitted.
3.1.4	Eligibility criteria shall be as per Section I.
3.2	Amendment to tender document
3.2.1	At any time prior to the deadline for the submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.
3.2.2	The said amendment in the form of the addendum/ corrigendum will be loaded on the RBI web site. This communication shall be binding on the Bidders. The addendum (s) issued will form part of the tender documents.
3.2.3	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.
3.3	Submission of Bid
	Tender in prescribed forms shall be submitted in two parts as mentioned in Part – I “Important Instructions regarding e-tender”.
3.3.1	Technical Bid: Part-I of the tender will contain Bank’s standard technical and commercial conditions for the proposed work, bidder’s covering letter with relevant documents and the documentary evidence of EMD of ₹13,760/- (proof of NEFT/ Irrevocable Bank Guarantee).
(i)	Sections I to XII are parts of the Technical Bid. All partners in case of partnership firms or representatives authorized by the Board in case of a company, should sign the tender document.
(ii)	Bidder must fill all the details specified in various sections. It should be ensured that Financial Bids/ quotes should not be included in Part-I/ Technical Bid.
(iii)	EMD shall be part of Technical Bid.
(iv)	The tender documents must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
3.3.2	Financial Bid: Part-II of the tender will contain no conditions but Bank’s schedule of quantities and tenderer’s Financial Bid only. The Financial Bid will be given in the format given in Part–II. The bidder will have to quote only the lump sum per cabin as mentioned in Part–II.
(i)	Currency of Bid: Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket/ mobilization expenses, all taxes (except GST), transportation, loading- unloading charges, levies, cess, insurance, other Govt. Taxes etc. The rates quoted must be excluding GST, which should be shown separately.
(ii)	Any correction in the amount will not be accepted.
(iii)	The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity. No conditions should be put in the Financial Bid.
(iv)	The bidder should ensure that all columns of the price schedule are duly filled in and no column is left blank. After opening of the Financial Bid, no clarifications whatsoever shall be entertained by the Bank.
(v)	If any columns of the price schedule are found blank, the tender of the respective Bidders shall be treated as non-responsive and will be summarily rejected by the Bank.

3.3.3	It will be imperative on the part of each Bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder.
3.4	Validity of Bid
	Bids shall remain valid for acceptance by the Bank for the period of 90 days as indicated in Para 1.2 of the tender. This period may be further extended, if required, by mutual consent.
3.5	Earnest Money Deposit (EMD)/ Bid Security
3.5.1	The Bidders shall enclose proof in support of EMD, if sent using NEFT for the amount indicated in Para 1.2 of the tender.
3.5.2	EMD shall be remitted using NEFT or deposited in the form of Bank guarantee which should be issued by a Scheduled Bank (Format as per Annexure B). The NEFT details will be submitted along with Technical Bid. No interest shall be paid on EMD. EMD of the successful Bidder will be retained with the Bank against Security Deposit. The EMD shall be refunded after obtaining Performance Bank Guarantee as stipulated in Para 3.7.
3.5.3	Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the Bank.
3.6	EMD shall be forfeited if the Bidder –
(i)	makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; OR
(ii)	withdraws his Bid during the period of Bid validity, or does not sign the contract after award of Contract; OR
(iii)	has been blacklisted by any Government agency and the blacklisting is still in force.
3.7	Retention Money Deposit (RMD)
	5% of the total value of work done will be withheld from the bill by the Bank as Retention Money (RM). The Earnest Money Deposit (EMD) of the successful tenderer and the RM shall be converted into Security Deposit (SD). On receipt of Virtual Completion Certificate issued by the Bank's Engineers, the EMD retained towards security deposit shall be released to the contractors and the Retention Money deducted towards Security Deposit shall be released on satisfactory completion of Defects Liability Period of 12 months or rectification of defects will be observed during DLP. No interest is payable on EMD & RMD.
3.8	Procedure for Submission of Bids
	Tender in prescribed form shall be submitted in two parts. Part-I (Technical Bid) tender will contain the Bank's standard technical and commercial conditions for the proposed work, Prequalification documents, Bidder's covering letter and proof of payment of EMD remitted through NEFT or Irrevocable Bank Guarantee of ₹13,760/- . Part-II tender will contain no conditions but bidder's Financial Bid only. The bids will be received by the Bank up to December 3, 2020 (1200 Hrs) (Thursday) in the manner described in "Important Instructions". Tenders received after the due date and time will not be accepted under any circumstances.
3.8.1	No conditional/optional quote shall be accepted.
3.8.2	Bidders shall not be permitted to alter or modify their Bids after receipt of Bids.
3.9	Pre-Bid Meeting:
	The Bank will arrange for a pre-bid meeting for allowing the prospective bidders to clarify any doubts that the bidders may have as to various terms and conditions of this tender. The pre-bid meeting will take place on November 9, 2020 (1100 Hrs) (Monday).
3.10	Opening of Technical Bid:
	The Technical Bids will be opened on December 3, 2020 (1400 Hrs) (Thursday) in the presence of those bidders who chose to be present. Part-II of the tender of only those tenderers/ Agencies which meet the requirement of the Bank as specified in Eligibility Conditions (Section I) above, provide all the documents as per checklist and as per the decision of a committee to be formed by the Bank for evaluation of Technical Bids, will be opened on a date which will be advised to the tenderers/ Agencies. The work will be awarded to the bidder after evaluation of Technical Bid and Financial Bid.

3.11	Scrutiny of Technical Bid:
	As per eligibility conditions given in Section I.
3.12	Opening of Financial Bid
	The financial Bids of the short-listed Bidders will be opened later and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may remain present for the same.
3.13	Scrutiny of Financial Bid
	The Financial Bid shall be evaluated as per the procedure indicated in Section X. Quotations for personnel have to be as per CLR Act, 1970 and Minimum Wages Act, 1948 and inclusive of all applicable statutory levies. Quotes/ Financial bids with below minimum wages will be rejected.
3.14	Right to Accept or Reject any Bid
	Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank may not assign any reason for rejection of any or all Bids. The Bank reserves the right to cancel/ annul the selection process, at any stage prior to the award of the tender.
3.15	Disputes:
	All disputes arising shall be subject to the jurisdiction of the appropriate court at Imphal as indicated in Para 1.2 and will be governed by the relevant statutory provisions in force in India.
3.16	Insurance:
	The successful bidder shall take "All Risk Policy" for the contract value and workmen compensation policy for the workers engaged in the work in the name of Reserve Bank of India, Imphal. The successful bidder shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in firms all risk policy shall be minimum ₹2 Lakhs per person for any one accident or occurrence and ₹5 Lakhs in respect of damage to property for any one accident or occurrence. <i>Note: These policies shall be valid during the period the successful bidder provides the services mentioned in the contract to the Bank. If the firm 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 Bidder.</i>
3.17	Signing of Contract Agreement
	The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract 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 bidder. On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract within 14 days thereof and sign an agreement in bilingual. The cost of necessary stamp paper for execution of the agreement shall be borne by the Bidder. The successful Bidder shall not sublet any portion of the contract. In case of breach of these conditions, the Bank may serve a notice in writing on the successful bidder rescinding the contract whereupon the EMD/ performance security deposit shall stand forfeited by the Bank, without prejudice to his other remedies against the Bidder.
3.18	Right to Accept Part Tender:
	The Bank reserves the right to accept the tender either in whole or in part.

Place:
Date:

Signature and Seal of the Bidder

PART – I
Section IV
SPECIAL CONDITIONS OF THE CONTRACT

SN	Descriptions
4.1	Evaluation of Financial Bids
	Financial bids will be evaluated as explained in Section X.
4.2	Non-disclosure
	The Firm shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Firm 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 Bank. The Firm shall indemnify the Bank for any loss suffered by it 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 Firm and the Bank shall be entitled to claim damages and pursue legal remedies. The Firm 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 Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
4.3	Liquidated damages
	Time allowed for carrying out the work is 45 days which shall be strictly observed by the Bidder and it shall be reckoned from the tenth day of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable <i>to pay compensation at the rate of 0.25 % of the accepted contract value per week subject to a maximum amount of 10% of the contract amount.</i> The Bidder shall before commencing work prepare a detailed work programme, which shall be approved by the Bank.
4.4	Terms of payment
	Payment shall be made on satisfactory completion of work in all respect after issue of completion certificate by the Bank. No interim payment will be made. 5% Retention Money shall be deducted from the bill.
4.5	Termination of the contract on default
4.5.1	The Bank, may without prejudice to any other remedy for breach of Contract, by seven (7) day's written notice of default sent to the successful bidder and upon the successful bidder's failure and neglect to propose and/ or execute any corrective action to set right the default, terminate this Contract in whole or in part: a) If the successful bidder fails to deliver any or all of the items of work as specified in the Tender document within the time period(s) specified in the Contract; or b) If the successful bidder fails to perform any other obligation(s) under the Contract.
4.5.2	On termination of the Contract for default, the EMD/ security deposit of the successful Bidder will be forfeited.
4.5.3	On termination of the Contract for default, action will be taken to blacklist the successful bidder at the discretion of the Bank.
4.5.4	The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.
4.5.5	Termination for Insolvency: The Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.
4.6	Patents
	The successful bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

4.7	Adherence to Safety Measures
	<p>The successful Bidder will have to adhere to the safety code as detailed below:</p> <p>a) The successful Bidder shall follow all safety regulations. He shall provide necessary safety appliances to his employees as instructed by the Bank depending upon the nature of work.</p> <p>b) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.</p> <p>c) There may be venomous reptiles and insects in the green areas where work is to be carried out. Utmost care shall be taken by the successful bidder throughout the contract period to prevent accidents.</p>
4.8	Abiding by the provisions of Sexual Harassment Act, 2013 at work place
	<p>The successful Bidder shall be solely responsible for full compliance with the provision of 'Sexual Harassment for Women at Work Place (Prevention, Prohibition & 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 successful Bidder and the successful bidder shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>Any complaint of sexual harassment from any aggrieved employee of the successful bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>The successful Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the successful bidder, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the successful bidder is proved.</p> <p>The successful Bidder shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The successful Bidder shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
4.9	Force Majeure
	<p>The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard will be final and binding on the bidder and will not be open to question before any court / forum in any proceedings.</p>
4.10	Indemnification
	<p>The Contractor agrees to indemnify and to keep the RBI, Imphal and its officers, employees, and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses (attorney/advocate fee included) which the RBI, Imphal may suffer or incur on account of:</p> <p>a) any violations of applicable laws, regulations, guidelines during the contract period; or</p> <p>b) any breach or non-performance of the terms and conditions of this Agreement; or</p> <p>c) any breach of the representations and warranties made by the Contractor; or</p> <p>d) any negligent or fraudulent act or omission by the Contractor; or any third party for reasons attributable to the Contractor.</p>
4.11	Disputes Resolution
	<p>Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the General Manager & Office-in-Charge, Reserve Bank of India, Imphal. In case the Contractor does not agree to such appointment, both the parties will appoint an arbitrator each and the arbitrators then will appoint the Presiding Arbitrator. The Arbitrator may give interim awards and/or directions, as may be required. The award of the</p>

	Arbitrator/panel of Arbitrators shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. The venue of arbitration shall be Imphal.
4.12	Stamp Duty
	The Contractor shall bear the stamp duty on agreement and shall ensure that the agreement is stamped with proper duty chargeable thereon as per the Maharashtra Stamp Act, 1958. The agreement shall be executed in duplicate and the RBI, Imphal shall retain the original and the contractor shall retain the duplicate.
<p>I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.</p>	
Place: Date:	Signature and Seal of the Bidder

PART – I
Section V
FORM OF TENDER

The General Manager & OIC,
Reserve Bank of India,
Lilashing Khongnangkhong,
Opp. Manipur Legislative Assembly,
Imphal, Manipur – 795 001

**Tender for Designing, Fabricating & Installing Porta Cabin for Bank's Office Premises at
RBI, Imphal, Manipur – 795 001**

Sir/ Madam,

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the work of Designing, Fabricating & Installing Porta Cabin for Bank's Office Premises at RBI, Imphal, Manipur – 795 001 at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

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

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil 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 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.

Dated this _____ day of _____ 2020.

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)

Witness (1)

Signature: _____

Name: _____

Address: _____

Date: _____

Witness (2)

Signature: _____

Name: _____

Address: _____

Date: _____

PART – I
Section VI

DETAILS OF BIDDERS

Particulars of Firm:

SN	Particulars	To be filled by Bidder
1	Whether sole proprietorship or partnership firm or company	
2	Names of the proprietor/partners/ Directors of the firm	
3	Address of the Firm	
4	Telephone/ Mobile	
	Email	
	Fax	

PART – I
Section VII
SAFETY CODE

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

Place:
Date:

Signature and Seal of the Bidder

PART – I
Section VIII

SPECIAL INSTRUCTIONS TO THE BIDDER

1. The workmen will not be allowed to stay within the premises except duty hours.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The successful bidder has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The successful bidder has to tap the same from the point shown to them at their own cost.
4. The successful bidder has to obtain permission, if any required from the local authorities / bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the successful bidder including water and draining charges.
5. The intending tenderer can obtain any clarifications regarding the tender etc. if any in the pre-bid meeting.
6. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.
7. The bidder may please note that the work has to be carried out in an occupied building/ premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Bidder shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the successful bidder. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
8. Neat housekeeping at all times is the responsibility of the successful bidder. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The successful bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The successful bidder shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.
9. The successful bidder shall use only approved brand materials.
10. Bank will require the successful bidder to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
11. Some other works, such as Civil/plumbing/sanitary, or any specialised works etc., have been organized by the Bank through separate agencies. The successful bidder shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

12. Before quoting the rates bidder should inspect the site and understand the nature and scope of the work for themselves.
13. The successful bidder shall carry out the work strictly in accordance with specification details and instructions of the Bank's officials. The bidder should note that the tender and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The successful bidder is not eligible to claim extra on this account. No claim from the successful bidder at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc. shall be final and binding on the successful bidder.
14. The successful bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the successful bidder.
15. The successful bidder shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the successful bidder to the satisfaction of the Bank
16. The successful bidder shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.
17. The successful bidder shall keep the Bank indemnified against all claims, if any.
18. The successful bidder shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The successful bidder, his staff and the labour will have to comply with the security regulations of the Bank.
19. Incomplete tender may not be considered for further processing.

Place:

Signature and Seal of the Bidder

Date:

PART – I
Section IX
COMMERCIAL CONDITIONS
(To be filled in by the bidder & uploaded along with Part-I)

SN	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	₹13,760/-	
3	Terms of payment	Payment shall be made on satisfactory completion of work in all respect after issue of completion certificate by the Bank.	
4	Time allowed for completion	45 days	
5	Technical/ commercial specifications	As per specifications in Part I of the tender	
6	Termination of contract & Penalties	Section-IV of this tender	
7	Retention Money Deposit (RMD)	5% of the total value of work done will be withheld from the bill by the Bank as Retention Money (RM).	
8	Insurance Clause accepted	Section III (3.16)	

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

Place:
Date:

Signature and Seal of the Bidder

PART – I
Section X
EVALUATION OF FINANCIAL BID

Financial Bid: Evaluation Criteria	
(a)	Financial Bid will be evaluated on the basis of rates quoted for work as per the scope of work.
(b)	If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price, the Bank will decide the value to be accepted which will be final and binding.
(c)	If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected accordingly.
(d)	If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clauses 'b' and 'c' above.
(e)	In case for any item rate is not filled/ found blank, the bid is liable for rejection.
(f)	If there is any arithmetical error in totalling of individual items, the correct total shall be computed by the Bank and the same shall prevail.

PART – I

Section XI

Annexure A

NEFT DETAILS FOR EFFECTING E-PAYMENTS

Name of the Institution: Reserve Bank of India, Imphal

Address (in full): Reserve Bank of India, Lilashing Khongnangkong, Opposite Manipur Legislative Assembly, Imphal, Manipur – 795 001

SN	Description	Details
1	Name of the Account Holder (as appearing in the Bank Account)	PAD, Guwahati
2	Account Number	8691537
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	Reserve Bank of India
6	Name of the Branch	Guwahati
7	Address of the Bank	Pan Bazar, Station Road, Guwahati-781001
8	NEFT/IFS Code	RBIS0GWPA01
9	Name of the Account	Security Deposit Received
10	GST No.	14AAIFR5286M1ZN

PART – I
Section XI

Annexure B

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The General Manager & OIC
Reserve Bank of India
Lilashing Khongnangkong
Imphal, Manipur – 795 001

Dear Sir/ Madam,

**Tender for Designing, Fabricating & Installing Porta Cabin for Bank's Office Premises at
RBI, Imphal, Manipur – 795 001**

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called "the Bank") 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 ₹ _____ (Rupees _____ only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ _____ (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 ₹ _____ (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 ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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 ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (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 _____ (name of the bank)

Authorised Official (with seal)

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

PART – I

Section XI

Annexure C

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

Name of Work: DESIGNING, FABRICATING & INSTALLING PORTA CABIN FOR BANK'S OFFICE PREMISES AT RBI, IMPHAL, MANIPUR – 795 001

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

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

(Signature)

For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

PART – I
Section XI

Annexure D

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF BIDDER

(Separate sheets to be submitted for each client)

Name of the Client _____

Address of the Client _____

Details of Works executed by Shri / M/s _____

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

Note: All columns should be filled in properly

“Countersigned”

Signature of the Reporting Officer with Office seal

PART – I
Section XI

Annexure E

LIST OF SIMILAR WORKS

SN	Name of client	Year(s) of execution of work awarded	Actual value of executed work(s) (in ₹)	Names and full contact details of the officers/ authorities/ departments under whom the work(s) was/ were executed
1				
2				
3				
4				
5				
6				
7				
8				

Place:

Date:

Signature and Seal of the Bidder

PART – I
Section XII

DRAFT ARTICLES OF AGREEMENT

The service contract is made the _____ day of _____ between the Reserve Bank of India, Imphal (hereinafter called “the Employer”) of the one part and Ms/ _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out Tender for Designing, Fabricating & Installing Porta Cabin for Bank’s Office Premises at RBI, Imphal, Manipur – 795 001.

AND WHEREAS the parties are desirous of recording the terms and conditions or upon which said services are to be rendered by the contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS

- (i) This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
- (ii) The charges of ₹ _____ (Rupees _____ only) covering the cost of manpower (materials/ fittings/ fixtures shall be arranged at Bank’s SARs or at approved reasonable rate) for efficient rendering the maintenance services shall be payable on monthly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the Bank’s officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.
- (iii) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- (iv) The above charges also include Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority. GST will be paid separately at the applicable rate.
- (v) The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. Prevention of Sexual Harassment at Work place

- (i) 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.
- (ii) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- (iii) 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.
- (iv) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (v) The firm shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

C. Insurance

The successful tenderer shall take workmen compensation policy for the workers engaged in the work. The successful bidder shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in successful bidders all risk policy shall be minimum ₹2 lakhs per person for any one accident or occurrence and ₹5 lakhs in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. If the successful bidder 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 successful bidder.

D. Termination of Agreement

- (i) Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - (a) In the opinion of the Bank (which shall not called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (b) The contractor commits a breach of any terms and conditions of this agreement and / or
 - (c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
 - (d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
- (ii) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

E. Stamp Duty

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

F. The contractor shall ensure payment of minimum wages to the workmen employed by him/ her/ them.

G. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

H. The several parts of this contract have been read by the contractor and fully understood by the contractor.

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

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

J. All payments by the Employer under this Contract will be made only at Imphal.

K. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.

L. 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.

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

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

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 hereinabove 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 duplicate/ 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 Reserve Bank of India, Imphal.

(Name and Designation) In the presence of:

Witnesses:

1. _____
Address: _____

2. _____
Address: _____

If the party is a Partnership firm or individual:

(Name and Designation)

In the presence of:

Witnesses:

1. _____
Address: _____

2. _____
Address: _____

PART – II

FINANCIAL BID

**TENDER FOR DESIGNING, FABRICATING AND INSTALLING PORTA CABIN FOR
BANK'S OFFICE PREMISES AT IMPHAL, MANIPUR – 795001**

BILL OF QUANTITY

SN	Description of Item	Qty.	Unit	Rate (in ₹)	Amount (in ₹)
A	Designing, fabricating and installing at site prefabricated CR Sheet Porta Cabin (1 Number) of size 20 ft x 10 ft x 8.5 ft (sketch enclosed) with the following specifications:				
1	Bottom Frame & Structure: The bottom rail will be formed with 100 mm x 100mm x 3mm (thick) square pipe, <i>Corner post</i> will be of 100 mm x 100mm x 3mm (thick) square pipe, <i>The four corners</i> (cross-sections shall be sufficiently strengthened to facilitate transportation, lifting and shifting. <i>The base frame</i> square pipe made by 100mm x 100mm x 3mm, 50mm x 50mm x 3mm. & 25mm x 25mm x 3mm with minimum spacing 2ft x 2ft.				
2	Shell: Fabricated from 1.2mm thick CR Sheet duly welded, self-draining roof, entry door & windows.				
3	Side & End Walls: Shall be made out of pressed sections of suitable exterior wall shall be made up of 1.20mm thick CR Sheet duly welded.				
4	Roof: Self-draining type roof shall be made of 1.20mm thick CR Sheet duly welded. The top rail finished with 50mm x 50mm x 3mm square section and covered with 11mm BSL MDF Board Hollow Tubular sections.				
5	Hooks: Specially formed Hooks for easy lifting & shifting by (6mm THK plate).				
6	Internal wall and roof: 11mm BSL MDF Board.				
7	Insulation: 50mm thick 48kg/cum density Rockwool.				
8	Bottom Flooring: 19mm ply duly fixed with self-tapping screw finished with waterproof PVC Vinyl sheet, 0.5mm Aluminium checker sheet and aluminium strip				
9	Main Door: Size – 1.2m x 2.1m (ht), 2 nos. (at entry & exit), Will be made of 1.2mm thick CR Sheet duly welded, standard hatch bolt fitted inside and outside with locking arrangement.				
10	Window: 04 nos. Size - 3ft x 4ft aluminium				

		sliding with 4mm tinted glass and safety mesh.				
11		Outside Painting: Antirust treatment with Red Oxide Primer and finished with 2 coats of Enamel Hi-Gloss paint Feroza Blue.				
12		Electrical work: Electrical work shall be considered as per Annexure-II (cost of electric work shall be included in the total cost of cabin).				
13		Taxes: The rates shall include cost of all work including electrical work and all the taxes as applicable i.e. GST (GST shall be , claimed separately) , transportation, loading /unloading, erecting cabin at site, scaffolding, making good the damages, if any, etc. complete as directed and specified by Bank's Engineer. Note: Final inspection of porta cabin will be carried out by the Bank in factory before shifting Porta Cabin to RBI, Imphal.				
B	Porta Cabin of size: 20ft x10ft x 8.5ft		1	Number		
Sub Total (₹)						
CGST						____ %
SGST						____ %
TOTAL AMOUNT (₹)						

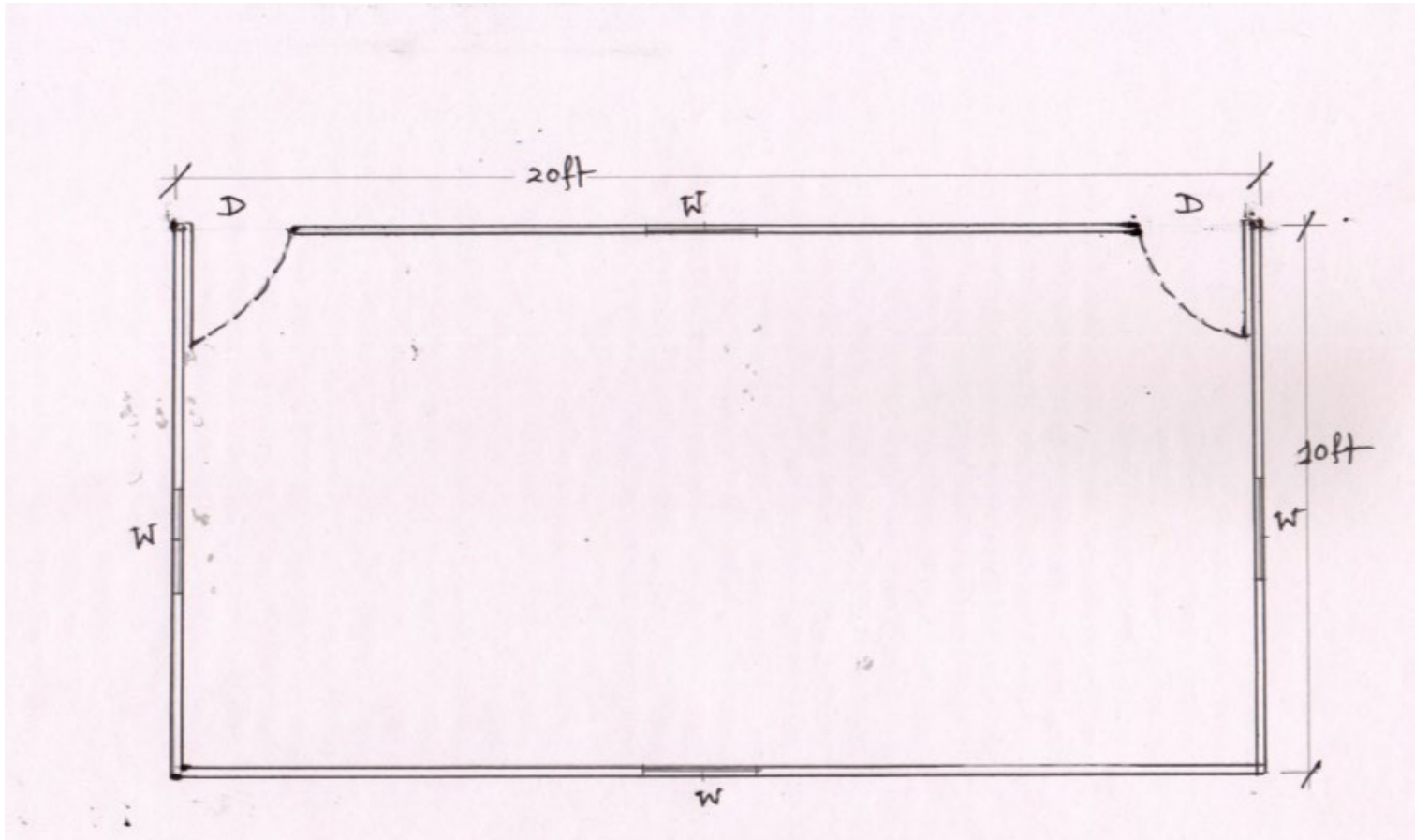
Note: Qty = Quantity

(Amount in word Rupees _____)

Place:
Date:

Signature and Seal of the Contractor

SPECIAL ANNEXURE



Sketch of Porta Cabin (Illustrative)