



Reserve Bank of India, Chennai invites e-Tenders for the work – “Supply, Installation, Testing and Commissioning of 2x60 KVA Uninterrupted Power Supply System at Bank’s Main Office Building at Chennai”. The tendering process will be done only through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process.

The Schedule of e-Tender is as follows:

E-Tender No.	RBI/Chennai/Estate/29/19-20/ET/94
Mode Of Tender	E-tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Estimated Cost	Rs. 25.00 lakh
Date of NIT (Notice Inviting Tender) available to parties for download	15:00 Hrs of September 07, 2019 onwards
Pre Bid Meeting	Offline at 15:00 Hrs on October 04, 2019 (Venue: Reserve Bank of India, 2nd Floor, Estate Department, Rajaji Salai, Fort Glacis, Chennai 600001)
Earnest Money Deposit(EMD)	Rs.50,000/-
Last Date of submission of EMD	15:00 Hrs of October 14, 2019
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	15:00 Hrs on October 05, 2019
Date of closing of online e-tender for submission of techno-commercial bid & price bid	15:00 Hrs on October 14, 2019
Date of opening of Part-I (techno-commercial bid)	16:00 Hrs on October 15, 2019
Date of opening of Part-II (price bid)	Part II (Price Bid) of the tender of the qualified bidders shall be opened on a subsequent date which shall be communicated to the qualified bidders.
Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

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.

Regional Director
Reserve Bank of India
Chennai



भारतीय रिज़र्व बैंक/Reserve Bank of India
संपदा विभाग/Estate Department
चेन्नै/Chennai

बैंक की कार्यालय बिल्डिंग, भारतीय रिज़र्व बैंक, चेन्नै के लिए 30 केडब्ल्यूपी ग्रिड इंटरएक्टिव एसपीवी आधारित रूफटॉप सोलार पावर सिस्टम की डिज़ाइन, आपूर्ति, अधिष्ठापन, परीक्षण के लिए निविदा

Tender for Supply, Installation, Testing and Commissioning of
2x60 KVA Uninterrupted Power Supply System at
Bank's Main Office Building at Chennai

भाग1 / PART- I

RBI/Chennai/Estate/29/19-20/ET/94

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Important Information

a. E-tender No.	RBI/Chennai/Estate/29/19-20/ET/94
b. Name of work	Supply, Installation, Testing and Commissioning of 2x60 KVA Uninterrupted Power Supply System at Bank's Main Office Building at Chennai
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi) - Guidelines for e-tender has been provided as Annexure -I .
d. Date of NIT available to parties to download	15:00 Hrs of September 07, 2019.
e. Earnest Money Deposit	₹ 50,000/- from each bidder
f. Last date of submission of EMD.	15:00 Hrs of October 14, 2019.
g. Pre Bid Meeting	Offline at Estate Department, Reserve Bank of India, Chennai at 15:00 Hrs on October 04, 2019.
h. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	15:00 Hrs on October 05, 2019.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	15:00 Hrs on October 14, 2019.
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 16:00 Hrs on October 15, 2019. If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Annexure I - Important Instructions for E – Procurement

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

Process of e-tender:

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

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprochome/rbi

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

Contact Persons (RBI - During Office Hours only):

1. Shri. K Shaji Krishnan (Manager, Estate Department)
044-2539 9270/ (kshajikrishnan@rbi.org.in)
2. Shri. S. Krishnakumar (AGM, Estate Department)
044- 2539 9250 / 8879545603/ (skrishnakumar@rbi.org.in)

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

- 4 Shri. Santhosh Kumar
044 - 28285000 / skrajendran@mstcindia.co.in
- 5 Shri. V Ganesh Moorthy - 044 - 28285000

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature.
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

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

Other Settings:

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools => Internet Options => custom level (Please run IE settings from the page www.mstcecommerce.com once)

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.

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

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

Bidding in e-tender:

- a) **Earnest Money Deposit** for a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** shall be remitted to Bank Account of Reserve Bank of India on or before **15.00 Hrs on October 14, 2019**. The account details for NEFT / RTGS transactions are as follows.

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

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

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

EMD shall also be submitted in the form of Bank Guarantee (**Annexure H**) at Estate Department, Reserve Bank of India, Chennai - 600001. A tender which is not accompanied by such EMD will not be considered.

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

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

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

No deviation from the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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

निविदा फार्म /Form of Tender

स्थान/Place _____

नांक /Date _____

क्षेत्रीय निदेशक/The Regional Director
भारतीय रिज़र्व बैंक/Reserve Bank of India,
संपदा विभाग/Estate Department
फोर्ट ग्लेसिस16-/Fort Glacis-16
राजाजी साल्लै ,पी.बी.संख्या40 /Rajaji Salai, P.B.No 40,
चेन्नै001 600 /Chennai-600 001

महोदया/य Dear Sir / Madam,

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

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

ज्ञापन/MEMORANDUM

1.	कार्य का विवरण /Description of work	बैंक की कार्यालय बिल्डिंग, भारतीय रिज़र्व बैंक, चेन्नै के लिए 30 केडब्ल्यूपी ग्रिड इंटरएक्टिव एसपीवी आधारित रूफटॉप सोलार पावर सिस्टम की डिज़ाइन, आपूर्ति, अधिष्ठापन, परीक्षण के लिए निविदा Supply, Installation, Testing and Commissioning of 2x60 KVA Uninterrupted Power Supply System at Bank's Main Office Building at Chennai
2.	अनुमानित लागत /Estimated cost	रु 25 लाख जीएसटी सहित /₹ 25 Lakhs inclusive of GST
3.	बयाना जमा राशि /Earnest Money	₹ 50,000/-
4.	कार्य पूरा करने का समय /Time allowed for completion of work	कार्य आदेश जारी करने की दिनांक के दसवें दिन 03 महीने 3 months from tenth day of the date of work order.

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

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

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

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

- मैं /हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। हमने रु -/11,000 की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत है कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of

₹50,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

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

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

वर्ष 2019 के.....महीने के.....दिन को हस्ताक्षरित /Dated this__day of_2019

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

(सील सहित हस्ताक्षर //(Signature with seal)

नाम /Name _____

पदनाम /Designation: _____

स्थान /Place _____

स्थान /Date _____

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

साक्षी /Witnesses

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

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

करार की शर्तें/ Articles of Agreement

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

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

जबकि बैंक मुख्य कार्यालय परिसर, 30 केडब्ल्यूपी ग्रिड इंटरएक्टिव एसपीवी आधारित रूफटॉप सोलार पावर सिस्टम की डिज़ाइन, आपूर्ति, अधिष्ठापन, परीक्षण और चालू किए जाने का कार्य करवाने के लिए इच्छुक है तथा किए जाने वाले कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशनों और मात्राओं की अनुसूची को तैयार किया है जिस पर दोनों पार्टियों ने या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of "**Supply, Installation, Testing and Commissioning of 2x60 KVA Uninterrupted Power Supply System at Reserve Bank of India Main Office Premises at Chennai**" and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto

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

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

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

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder(hereinafter referred to as 'the said Contract Amount').

एतद्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

5. यह संविदा न तो स्थायी एकमुश्त ठेका है और न ही खंडित कार्य संविदा। अपितु यह अनुसूची में निहित दरों पर वास्तविक मात्राओं और संभाव्य मात्रा अथवा तथाकथित शर्तों के अनुसार रु ____/-)रुपये _____ मात्र (के लिए '30 केडब्ल्यूपी ग्रिड इंटरएक्टिव एसपीवी आधारित रूफटॉप सोलार पावर सिस्टम की डिज़ाइन, आपूर्ति, अधिष्ठापन, परीक्षण और चालू का कार्य करने के लिए संविदा है।

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of conducting **“Supply, Installation, Testing and Commissioning of 2X60 KVA Uninterrupted Power Supply System at Reserve Bank of India Main Office Premises at Chennai”** for ₹____/- (**Rupees _____ only**) to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said conditions.

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

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

7. समय इस संविदा का महत्वपूर्ण कारक है और संविदाकार एतद्वारा सहमत है कि समय विस्तार का प्रावधान होते हुए भी वह कार्य आदेश जारी करने की दिनांक से दसवें दिन से तथाकथित शर्तों में उल्लिखित किए गए अनुसार जो भी बाद में हो, काम शुरू कर देगा और उसके बाद कार्य आदेश की तारीख के 10 वें दिन से 3 महीने की अवधि के भीतर पूरा काम करेगा।

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work **within a period of 3 months from the 10th day of date of work order** subject nevertheless to the extension of time granted by the Bank.

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

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

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

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

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

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

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

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

of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

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

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

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

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

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

- ii. कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.
- iii. लागू पीएफ/श्रम कानूनों ,ईएसआई ,विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा
Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

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

The contractor shall take Workmen Compensation Policy with Reserve Bank of India as the first name, at their cost, before commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

यदि संविदाकार एक साझेदारी फ़र्म या एक व्यक्ति हो

If the contractor is a partnership or an individual.

यदि संविदाकार एक कंपनी है तो

If the contractor is a company.

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

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

(नाम एवं पदनाम (/ (Name and designation)

इनकी उपस्थिति में हस्ताक्षर किये गए / In the
presence of

(1)

पता / Address

(2)

पता / Address

साक्षी / Witness

SIGNED AND DELIVERED by
इनकी उपस्थिति में हस्ताक्षर किये गए / In the
presence of

(1)

पता / Address

(2)

पता / Address

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

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

साक्षी / Witness

THE COMMON SEAL OF
निम्नलिखित की उपस्थिति में दिनांक ----- को
संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के
अनुसरण में इस पर ----- की कॉमन
मुहर लगाई गई है।

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

- (1)
- (2)

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

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

- (1)
- (2)

विधिवत गठित अटर्नी एवं श्री

द्वारा हस्ताक्षरित एवं सुर्पुद

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

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

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

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

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

खंड 2/Section-II

व्यावसायिक शर्तें /Commercial Conditions

1. E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work Supply, installation, testing and commissioning of 2x60 KVA UPS system in N+1 Parallel Redundant Mode at Bank's Main Office Building, Chennai. E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 15:00 Hrs of October 14, 2019.**

Only those OEMs/ contractors who have minimum 5 years' experience in the field of undertaking similar works viz Supply, Installation, Testing and Commissioning of Centralized UPS System in N+1 parallel redundant mode (60KVA or higher rating) and associated works for the office buildings/commercial premises/industrial houses and have, during the last 5 years (works completed on or after July 2014), executed successfully similar works individually costing as under

- (a) Three works each costing not less than 40% of Rs 25 Lakh
Or
- (b) Two works each costing not less than 50% of Rs 25 Lakh
Or
- (c) One work costing not less than 80% of Rs 25 Lakh
and
- (d) Have a minimum yearly turn over of 100% of the Rs 25 Lakh during the last 3 years
and
- (e) Have a service set up in Chennai for rendering after sales service.

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated.**

- a) Copies of detailed work order indicating scope and value of works for indicating the experience.
- b) List of completed works with all the details as in the format of [Annexure 'A'](#)
- c) Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works
- d) Proof of remittance of EMD
- e) Banker's Certificate as per [Annexure 'C'](#)
- f) Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
- g) Details of service setup- In the format of [Annexure 'D'](#)
- h) Details of technical deviations proposed – As per [Annexure 'E'](#)
- i) The particulars/Catalogues and the names of manufacturers of specified item.
- j) Details of Bankers as per [Annexure 'F'](#)
- k) Copy of Power of Attorney as per [Annexure 'G'](#)
- l) Technical details of proposed system as per Section VIII
- m) Any other information relevant to the proposed work

- n) Duly filled and Signed NEFT Mandate form as per [Annexure 'K'](#)

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

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.

2. **Pre-bid meeting:** - A pre-bid meeting will be held at **15:00 Hrs on October 04, 2019** at Estate department, Reserve Bank main office, Chennai to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.
3. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
4. A tender submitted by a firm who is found to be not submitting the above details will be rejected.
5. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II containing prices only latest by 15:00 Hrs on October 14, 2019. **Part I will be opened at 16:00 Hrs on October 15, 2019.** The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
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.
7. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 15:00 Hrs on October 14, 2019.
8. Vendors are requested to quote base rate for Supply, Installation, Testing and Commissioning of the system **without G.S.T and the same will be added**

automatically by the system.

With respect to buyback of old equipment, **vendors are requested to quote rates in positive numbers, exclusive of all taxes like GST, TCS.** (GST at 18 % on the quoted rate and TCS at the rate of 1 % on the byback value including GST, will be calculated by the system and will be deducted from the capital cost).

Further the AMC rates quoted shall be automatically multiplied by GST and the NPV factor for 8 years (5.6321).

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

9. **Earnest Money Deposit** for a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** shall be remitted to Bank Account of Reserve Bank of India on or before **15.00 Hrs on October 14, 2019**. The account details for NEFT / RTGS transactions are as follows.

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

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

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

EMD shall also be submitted in the form of Bank Guarantee ([Annexure H](#)) at Estate Department, Reserve Bank of India, Chennai - 600001. A tender which is not accompanied by such EMD will not be considered.

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

10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
11. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. 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.

12. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 03 Months from the 10th day of date of issue of work order.
13. Damages for non-completion : If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the cost of work executed per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.
14. The tenderers shall indicate details of the service centre at Chennai, the staff strength, contact numbers, availability of spares for the system and escalation matrix.
15. **Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:**
- i. The equipment supplied shall be guaranteed against all types of defects for a period of 1 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 monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.
 - ii. The tenderers shall also quote their charges separately for one year comprehensive annual maintenance service after the expiry of the one year guarantee period. During the comprehensive annual maintenance service contract period (7 years), the servicing at 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 half yearly basis on rendering satisfactory service and on submission of service reports.
 - iii. The charges for comprehensive annual maintenance service shall also include charges for replacement of any part of the UPS System (hardware/ firmware) during service contract period. The AMC rate shall not include for the cost of replacement of batteries. However during warranty period defective batteries shall be replaced with new batteries of similar rating and type, without any additional cost to the Bank.
 - iv. Comprehensive maintenance should include the following
 - a) The voltage between phase, neutral and earth may be measured periodically.
 - b) Periodic measurement of cell and terminal voltage to be carried out to prevent open circuit while the UPS is on battery mode.
 - c) After ensuring the good health of batteries, these should be discharged periodically by operating the UPS on batteries.
 - d) The UPS to be checked periodically by putting the main supply

off and running the UPS through batteries.

e) Running the UPS through DG Supply

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

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

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

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

v. During the warranty period or the comprehensive annual maintenance service period, any fault in the system shall be rectified within 4 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day, if the defect in the system is not rectified within the period of 4 hours as stated above. In addition to this, if the system **is not rectified within the period of 10 days, the Bank shall have the right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**

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

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P))] \times 100$	
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.

vii. Evaluation of tenders:

Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system (A), rebate offered for dismantling and taking away the old UPS Systems (B) and taking into account the effect of rates quoted for comprehensive Annual Maintenance service contract charges (AMC) (C) for a period of 7 years after the expiry of one year defect liability period.

NPV Factor will be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and a discount rate of 8%.

Net Owning Cost of System = (Capital Cost (A) - rebate offered for dismantling and taking away the old UPS Systems (B)) + AMC Charges (C) x MF

(MF is the NPV factor for 8 years (1year warranty + 7 year AMC) = 5.6321)

16. Testing of UPS system:

UPS system including the Battery Banks shall be tested in the factory/contractor's premises to ascertain the compliance of offered specifications.

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

Further, the UPS system shall be tested at the site for proper functioning and performance.

17. Terms of Payment :

The following terms of payment, subject to statutory deductions, will apply to the contract:

- (a) **60%** of the quoted rate shall be released, on pro rata instalment basis, after completing all the required documentation, testing of equipment/s in the factory and on delivery of the equipment/s together with other materials including battery bank and after acceptance by Bank's Engineers.
- (b) **40%** of the quoted rate against erection, testing, commissioning and handing over of the system to the Bank and on submission of a Bank Guarantee amounting to **20%** of the contract amount, initially valid for 4 years, in a form ([Annexure-J](#)) acceptable to the Bank as security against due fulfillment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment.

18. **Performance Bank Guarantee (BG):-** The estimated life cycle of the UPS system is 8 years. Hence, the initial PBG amounting to 20% of the contract amount shall initially, remain valid for 4 years from the date of commissioning & handing over of the system.

Thereafter, contractor shall submit a fresh PBG for amounting 50% of the original PBG amount (i.e 10 % of the contract amount) **four weeks prior to the expiry of initial BG** and shall be valid for next four years. If the contractor fails to submit a fresh PBG within the time limit, RBI Chennai will have the full rights to invoke the earlier BG.

19. **Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (Regional Director, Reserve Bank of India) and deposit such policy or policies with the employer from time during the currency of this contract.
 - a) Storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
 - b) Workmen compensation policy.
 - c) Third party liability policy with the limits as under.
 - d) Rs.10,00,000/- per annum
 - e) Rs.2,00,000/- per occurrence
20. The payment for the system will be made by the office at which the UPS is supplied and installed. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said UPS has been installed.
21. **The contractors shall upload all technical details of the system along with the tender. The tenderers are requested to use the format given in Section VIII only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.**
22. **Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over the system without any charge to the Bank.
23. **Agreement: The successful tenderer shall execute an agreement with the Bank on non- judicial stamp paper in the format enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract**

Signature of the contractor _____
Name of the firm _____
Seal of the firm _____

Safety Code

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

Section III

Fire Safety

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

Section IV

The Conditions Hereinbefore Referred To

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

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

h) "The works" Shall mean Supply, installation, testing and commissioning of 2x60 KVA UPS system at Bank's Main Office Building Chennai.

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, UPS configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of

quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

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

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

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

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

instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

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

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

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Removal of improper work : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the

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

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

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

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

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

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

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

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

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

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

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

employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
 - a. Rs.10,00,000/- per annum
 - b. Rs.2,00,000/- per occurrence

25. **Insurance**: The contractor shall, before commencement of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer before commencement of the work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and 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 bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the

works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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

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

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

(i) Has abandoned the Contract, or

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

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

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by

any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be

subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after 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 Clause 33 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 or umpire.

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

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

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

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

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by

reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

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

Abandonment of works

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

Return of surplus materials

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer

and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the even of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

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

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

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

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

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

Section V

Special conditions

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

Section VI

Appendix Hereinbefore Referred

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	10 th day from the date of award letter.
4.	Period of completion	03 months from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	1 month
8.	Interest for delayed payment	3 percent per annum

Seal & Signature of Contractor

List of approved Makes

S.No.	Item	Approved make
1	Batteries with Fire retardant casing	CSB/Panasonic/Exide/Amaron
2	Power Cables	CCI/Gloster/Finolex/universal
3	MCCB	L&T, Siemens, ABB

Seal of company & Signature

Section VII

Tenders for Supply, installation, testing and commissioning of 2x60 KVA UPS system at Bank's Main Office Building, Chennai.

TECHNICAL SPECIFICATION

System Description

1. The system shall consist of 1 Nos. True On line UPS each of 2x60 KVA capacity and connected in (N+1) parallel 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.
3. Each UPS shall have separate enclosure/ cabinet.
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. 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 UPS Room.

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

- A closed IP 54 grade Common Paralleling Output Panel with tinned copper bus bar and a common output circuit breaker of required rating for paralleling each of the UPS outputs from their respective circuit breakers for taking a common output cable to the Bank's Output Load Panel.
- Supply and connecting all the copper conductor PVC insulated cables for full load of UPS from the Incoming Power Supply Switch/MCCB to both the UPS Units and from each of the UPS outputs to the Common Paralleling Output Panel. The cable shall be terminated properly with copper lugs as required.

11. 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 copper earth conductor of required capacity from the existing earth point to the various equipment of the UPS system such as UPS Units, Common Paralleling Output Panel, Battery rack etc.

Technical Specifications of each unit of UPS

	Technology		Digital Signal Processing (DSP)
A	Input	:	
	Rectifier		IGBT based PWM Rectifier
1.	Voltage	:	400 volts \pm 15%, 3 Phase and neutral
2.	Frequency	:	45-65
3.	Input Power Factor	:	> 0.99
4.	Current Harmonics THDi	:	\leq 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	:	60KVA of each unit
5.	Overload	:	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% Non linear load		\leq 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 0.9 lag pf – 92% At 75% of rated capacity at 0.9 lag pf – 92% At 50% of rated capacity at 0.9 lag pf – 91% At 25% of rated capacity of 0.9 lag pf –90%
C	Features to be provided		
1	Manual maintenance by pass switch		
2	Static by pass switch		

3	Emergency Trip 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)
	Single point Output voltage adjustment for all phases ± 15 volts
	Battery circuit breaker for each Battery bank
	Galvanic isolation for neutral: Isolation transformer of suitable capacity must be provided in the input.
	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. Contactor based phase correction systems will not be accepted.
	On line temperature display
	On line battery monitoring & battery alert
D	ALARM INDICATION TRIPS
	Output frequency error
	Output voltage error
	Load on mains
	Load on batteries
	Battery voltage low
	Low input frequency
	Equipment over temperature
	Equipment overload
	Ventilation fan failure
	Battery output breaker open
E	LCD
	Display shall be able to provide the following measurement option
	<u>Voltage :</u> Input Converter (1-2-3 Phase / Neutral) Input by pass (1-2-3 Phase / Neutral) UPS output (1-2-3 Phase / Neutral) Battery
	<u>Current –</u> UPS input (Phase 1-2-3) UPS output (Phase 1-2-3) Battery charging / discharging
	<u>Frequency –</u> UPS Input UPS Output
	<u>Battery –</u> Remaining back-up time (in minutes) capacity
	<u>Power</u> UPS active output (Phase 1-2-3) UPS output (Reactive) UPS load % (Phase 1-2-3)
F	Environmental conditions
	Ambient temperature - 0 deg. C to 40 deg. C
	Ambient Relative Humidity : 0-95% non-condensing
	Room Cooling : Natural / Exhaust

	Equipment Cooling: Shall be done by means of a number of suitable capacity exhaust fans.
G	Protection:
	Fast acting semiconductor fuses
	Current limiting features
	Suitable protection for DC filter capacitors
	Protection for control circuits
	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	Battery backup: <ul style="list-style-type: none"> • Battery Bank: The battery bank shall consist of required number of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries of required Ampere Hour capacity to meet the backup requirement. • The rack of the Battery Bank shall be made of MS angle framework of adequate size and strength to accommodate all the required batteries of each UPS and shall have suitable clearance for ventilation and maintenance of batteries. The rack shall be powder coated. The interconnection of battery shall be with single core PVC insulated fire retardant copper cables of suitable size and capacity with necessary terminal blocks, nuts bolts etc. and all the cable shall be dressed in a neat manner. The suitable capacity MCCB shall be mounted outside the rack to isolate the battery bank in case of emergency or during maintenance. • Each of 2 UPS units shall have separate battery bank with back up of 30/minutes each for 2x60 KVA at 0.9 Lag Power Factor with required number of batteries, with battery inter-connection, jumper cables and terminal connectors etc. • To substantiate the selection of number and size of batteries, the detailed calculations shall be furnished along with the selection chart/graph. The end cell voltage after discharge of batteries shall not be less than 1.75 Volts.

Advance Battery Management:

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.

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.

UPS Acceptance testing:

The UPS units shall be tested at factory/contractor’s premises with 0.9 pf load as per design by the Bank’s engineer, before delivery to confirm the technical specifications furnished by the bidder as per the details of the tests mentioned in the tender. Before offering the UPS for acceptance testing, the bidder/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.

In case the firm provides only resistive load, current corresponding to rated load in Kw at 0.9 pf (at 100%, at 75%, at 50% & at 25%) should be passed through the UPS system by providing required amount of resistive load and efficiency may be computed.

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.

Remote Indication Panel

The remote indication panel must indicate Load on Mains, Load on Battery, Load on By pass.

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

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

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section - VIII

Tenders for Supply, installation, testing and commissioning of 2x 60 KVA UPS system at Bank's Main Office Building, Chennai.

Technical Details (to be furnished by the bidders)

S.No.	Particulars	Bank's requirements	Technical Information to be furnished by bidder
A-1	Technology	Digital Signal Processing (DSP)	
A-2	Capacity of each UPS in KVA	60KVA , 54 KW	
B	Make and Model of UPS		
C	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
D	Isolation Transformer	To be provided at INPUT	Yes/No
E	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%	
F	Output		
1	Inverter Technology	IGBT based PWM Inverter	
2	Rated voltage	400 volts 3 phase and neutral	
3	Voltage tolerance	+/- 1%	
4	Voltage regulation	± 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	
G	Overall efficiency with isolation transformer and without battery bank		
1.	At 100% rated capacity at 0.9 lag pf	92%	
2.	At 75% rated capacity at 0.9 lag pf	92%	
3.	At 50% rated capacity at 0.9 lag pf	91%	
4.	At 25% rated capacity at 0.9 lag pf	90%	
H	No load loss	4 % of rated capacity	
I	Wave form		
1.	Wave form	Sinusoidal	
2.	Output voltage Harmonic distortion		
	a. With Linear load	1%	
	b. With Non linear load	3%	
3.	Crest factor	3:1	
J	Battery backup		
1.	Make of the batteries	Panasonic/CSB/Exide	
2.	Type of the batteries	SMF and Fire retardant casing	
3.	Voltage of each battery bank	As per design	
4.	Amp Hour rating of each battery	As per design	

5	VAH of each battery bank	As per design(including isolation transformer losses if provided in output of UPS)	
6	Total number of batteries for each battery bank for 30Minutes backup	As per design	
K	Features Offered		
1		Manual bypass switch	
2	Static bypass	To be provided for individual UPS module	Yes/No
3	Capacity of Static Bypass	Minimum 200% temporary overload capacity	Provide details
4	Manual bypass	To be provided for individual UPS module	Yes/No
5	Emergency Trip	To trip entire UPS including the Rectifier, inverter and battery breakers and Bypass	Yes/No
6	Manual bypass	To be provided for individual UPS module	Yes/No
7	Output voltage adjustment	± 15 volts	Specify voltage
8	Battery circuit breaker	To be provided on Rack of Battery Bank	Yes/No
9	Galvanic isolation for neutral	Isolation transformer to be provided	Yes/No
10	Reverse phase sequence protection	To be provided	Yes/No
11	On line temperature display	To be provided	Yes/No
12	On line battery monitoring & battery alert	To be provided	Yes/No

L	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

M	LCD	
1	Display shall be able to provide the following measurement option	
2	<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
3	<u>Current</u> – UPS input (Phase 1-2-3) UPS output (Phase 1-2-3) Battery charging / discharging	Yes/No
4	<u>Frequency</u> – UPS Input UPS Output	Yes/No
5	<u>Battery</u> – Remaining back-up time (in minutes) capacity	Yes/No
6	<u>Power</u> UPS active output (Phase 1-2-3) UPS output (Reactive) UPS load % (Phase 1-2-3)	Yes/No
N	Ambient temperature 0 deg. C to 40 deg. C	
O	Ambient Relative Humidity 0-95% non-condensing	
P	Room cooling Natural / Exhaust	
Q	Equipment cooling Shall be done by means a number of suitable capacity Exhaust fans.	
R	Protection	
1	Fast acting semiconductor 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	

S	Noise level at 1 meter		
T	Communication features: The UPS shall have the following features: 1. RS 232 /485 serial port 2. LAN Connectivity interface		
U	Advance Battery Management		
(a)	To prolong the battery life, the UPS shall be provided with temperature compensated battery charging, with protection against overcharging of battery. Protection against deep discharge of batteries shall be incorporated.		
(b)	The UPS shall have an arrangement for on-line battery testing periodically. In case of failure of battery, the UPS will go to normal mode and failure signals (visual & audio) shall be raised.		
V	Remote indication panel		
	The remote indication panel must have indication for Load on Mains, Load on Battery, Load on By pass. Audio and visual alarm should be provided with reset/ack facility when UPS switches over to battery / bypass mode.		
W	(i) Response time	Time to attend to complaint (four hours)	
	(ii) Penalty	Rs.500/- per day if rectification of defects developed in the system is not done in four hours.	
X	Software details		
Y	Latest Testing standard followed	Yes/No	
Z	Whether the contractor can supply additional units of the same UPS in next 5 years	Yes/No	
AA	Whether the additional units of the UPS of same capacity can be connected in parallel to this offered UPS System	Yes/No	
AB	Physical details		
1	UPS cubicle	Height (mm)	
		Length (mm)	
		Depth (mm)	
		Weight (Kg)	
	Battery Rack	Height (mm)	
		Length (mm)	
		Depth (mm)	

		Weight (Kg)	
	Testing facility		Details to be furnished by the bidder
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		
	Digital storage oscilloscope	Make and MHz	
	Digital 3 phase power analyser	Make and model	
	Digital multi meter	Make and model	
	Calibration certificate & traceability (in house or external)		Yes / No
	Facility for i/p voltage variation from -15% to +15% (400V nominal) at full load for desired KVA rating		Yes / No
	Facility for i/p frequency variation from 47 Hz to 53 Hz (50Hz nominal) at full load for desired KVA rating		Yes / No
	Load Bank of desired rating.		Yes / No

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Testing of UPS System

UPS under testing: 2x60 KVA UPS system in (N+1) Parallel Redundant Configuration.

Make of UPS:

Model of the UPS:

Sr. No. of the UPS1 and UPS2: _____

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 (at resistive load of required KW). Vary the input voltage to the UPS and note the readings.

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

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

This test shall give following result:

- i. **Output voltage Range-** Output voltage should be 400+/- 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 Non linear 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 non linear load.

4. Transient response test:

- a. Connect rated resistive 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 0.9 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. In case the firm provides only resistive load, current corresponding to rated load in Kw at 0.9 pf lag(at 100%, at 75%, at 50% & at 25%) should be passed through the UPS system by providing required amount of resistive load and efficiency may be computed.

Load on UPS	Actual Input KW	Output KW	Tested Efficiency	Committed efficiency	Observation
100% load at 0.9 PF					
75% load at 0.9 PF					
50% load at 0.9 PF					
25% load at 0.9 PF					

NOTE:

Example of efficiency computation with 60 KVA UPS designed at 0.9 pf load but tested with resistive load:

UPS Design

KVA: 60

KW: 54 Kw (60x0.9)

Full load current: $60 \times 1000 / 1.732 \times 400 = 86.6$ amps at 100% , 64.95 amps at 75%, 43.30 amps at 50% and 21.65 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 resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 10 Minutes.
- b. **150% Overload:** Connect the 150% of the rated resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 1 Minute.

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:

Details of battery Bank:

1. Number of Batteries:
 2. AH of each Battery:
 3. Make of batteries:
 4. Desired Back up time:
 5. Rated resistive load in KW:
- a. Note down the initial charged voltage of each battery before start of battery discharge.
 - b. Connect the rated resistive load on the UPS before start discharging the batteries and note down
 - c. Start discharging the batteries and note the reading at the gap of 3 minutes
 - d. The tripping voltage of the battery bank should be equal to $1.75 \times 6 \times \text{No. of batteries}$.

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 0.9 pf lag for 4 hours. In case the testing is done with resistive load for the rated Kw, the firm shall provide manufacturer's test certificate to establish the temperature rise under 0.9 lag load conditions for the rated Kw in addition to heat run test conducted for 4 hours with resistive load.

PARAMETER	UPS-1	UPS2	Remarks on temperature rise
Starting Time			
Finish Time			
Output KW			

19. **Remote Indication Panel Test:** This is to be tested for various indications and alarms as per specifications
20. Any other test as required to check and verify the specifications

Place: **Signature of Contractors with the seal of their Company**

Date:

**Reserve Bank of India
Estate department
Chennai**

Tender for Supply, installation, testing and commissioning of 2x60 KVA UPS system at Bank's Main Office Building, Chennai.

Un-Priced Bid

Sr. No.	Description	Qty.
1.	<p>SITC of UPS: Supply, installation, testing and commissioning of 2 Nos. True On line UPS, each of 60 KVA capacity connected in (N+1) parallel redundant mode with capability to connect more UPS units of same capacity in parallel including circuit breakers, Common Paralleling bus bar panel, isolation transformers, inter-connecting cables, Copper earth conductors etc. as per detailed specifications.</p> <p>The rate shall also include for packing and forwarding charges, all taxes etc. excluding GST etc. and insurance charges for Contractor All Risk Policy including fire for supply, transit, storage, erection testing and commissioning etc., Workmen compensation policy and third Party Liability policy as per terms and conditions and valid till virtual completion.</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.
2.	<p>SITC of Battery Bank: Supply, installation, testing and commissioning of battery bank for 30 Minutes backup for 60 KVA load at 0.9 Power factor as specified including battery circuit breaker, battery Rack, interconnecting cables <i>from battery to battery and from UPS to Battery Bank</i> and all other materials as required and initial charging (including packing and forwarding charges, all taxes and duties as applicable excluding GST etc. and insurance charges for Contractor All Risk Policy including fire for supply, transit, storage, erection testing and commissioning etc., Workmen compensation policy and third Party Liability policy as per terms and conditions and valid till virtual completion.)</p>	02 sets
3.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 40KVA UPS (Make : Numeric)	01 no
4.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 15KVA UPS (Make : Numeric)	02 nos
5.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 10KVA UPS (Make : Numeric)	04 nos
6.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 3KVA UPS (Make : Numeric)	01 no

7.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 65AH SMF batteries	40 nos
8.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 42AH SMF batteries	80 nos
9.	Rebate for dismantling and taking away the following old and existing UPS Systems along with battery bank and stand/rack on as is where is basis: 28AH SMF batteries	10 nos
10.	AMC: All inclusive comprehensive annual maintenance service contract charges for the UPS system as in item No. 1 and 2 above (excluding replacement cost of batteries after warranty period) as per terms and condition given in Part-1 of tender.	Rate Per annum after initial warranty of one year

Seal & Signature of the firm _____

Annexure 'A'

List of similar works executed during the last 5 years

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

(Attach TDS certificate in case of private companies)

Date

Signature of Tenderer:

Annexure B

Client's Certificate Reg. Performance of Contractor

Name & address of the Client

Details of Works executed by Shri /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 Details of compensation levied for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
 - a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
 - b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor
 - c) Mobilization of adequate T&P Outstanding/Very Good/
Good/Satisfactory/poor

d) Mobilization of manpower

Outstanding/Very Good/
Good/Satisfactory/poor

e) General behavior

Outstanding/Very Good/
Good/Satisfactory/poor

Signature & Seal of authorized signatory

Annexure – ‘C’

Format of Bankers' Certificate

CARE: To be uploaded along with Part-I of the tender

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2019-2018
2018-2017
2017-2016
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

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

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

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

Annexure –‘D’

Details of Service Set up at the place of work

S.No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the UPS system have been stocked	

Seal of company & Signature

Annexure 'E'

Schedule of Technical Deviations if any

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

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

Seal of company & Signature

Annexure 'F'

Details of Bankers

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone ,FAX number and e-mail IDs
1	2	3	4	5

Seal of company

Signature

Name

Designation

Date

Annexure 'G'

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application/Proposal
(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and
residential address of Power of Attorney holder) who is presently employed with us and holding
the position of as our
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our tender for **Supply, Installation, Testing and
Commissioning of 2X60 KVA Uninterrupted Power Supply System in main office
building at Reserve Bank of India, Chennai** including signing and submission of all
documents and providing information / responses to Estate Department RBI, New Delhi
representing us in all matters before RBI New Delhi, and generally dealing with RBI New Delhi
in all matters in connection with our proposal for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure 'H'

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Supply, Installation, Testing and Commissioning of 2X60 KVA Uninterrupted Power Supply System in main office building at Reserve Bank Of India, Chennai** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Supply, Installation, Testing and Commissioning of 2x60 KVA Uninterrupted Power Supply System in Main Office Building at Reserve Bank of India, Chennai**. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6 This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

Annexure 'J'

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

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

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing and Commissioning of 2X60 KVA Uninterrupted Power Supply System in main office building at Reserve Bank of India, Chennai** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and

Articles of Association of our Bank and the undersigned has full power to execute this
Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal with Address)

Annexure 'K'

ECS/ NEFT MANDATE FORM **(Mandate for receiving payments through ECS /NEFT from RBL, Chennai)**

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

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

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

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

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

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card

(3) Proof of GST registration

Declaration

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

Date _____

Signature of the Vendor/

Account holder

Place _____

Vendor Common Seal

The Mail ID of Estate Department for Communication: estatechennai@rbi.org.in