



**Reserve Bank of India
Estate Department
Nagpur**

Supply, Installation, Testing and Commissioning of Sealed maintenance of free Batteries(SMF) having fire retardant casing for 2x80 KVA, 2x30 KVA & 2x10 KVA UPS system in Bank's Main & Additional Office Building at Nagpur

Sr. No.	Details	Date/Time of Tender Event
a.	e - Tender no.	RBI/Nagpur/Estate/225/19-20/ET/429
b.	Mode of Tender	e- Procurement system (online Part-I – Techno Commercial Bid and Part-II- Price Bid through www.mstcecommerce.com/eprochome/rbi)
c.	Estimated Cost	₹ 17.70 Lakh
d.	Date of NIT available to parties to download	11.00 AM of 14/03/2020 onwards
e.	View tender Date & Time on MSTC Web Portal	11.00 AM of 14/03/2020 onwards
f.	Pre - Bid Meeting	Offline at 11:00 AM on 27/03/2020 Venue- Estate Department, Dr. Raghavendra Rao Road, Civil lines, RBI, Nagpur- 440 001
g.	Earnest Money Deposit	EMD of ₹. 35,400/- by following mode 1) Through NEFT, may be credited in RBI A/c.No.-8714295, IFSC Code: RBISONGPA01 (5th & 10th digit is zero) or 2) By Demand Draft in favour of Reserve Bank of India, payable at Nagpur or 3) Bank Guarantee in favour of Reserve Bank of India, Nagpur
h.	Bid Open Date – Date of starting of e- Tender for submission of on line Techno Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi	04:00 PM of 14/03/2020
i.	Bid Close Date – Date of Closing of online e-tender for submission of Techno-Commercial Bid and Price- Bid.	02:00 PM of 13/04/2020
j.	a. Tender open Date:- Date & Time of opening of Part-I (i.e. Techno- Commercial Bid). b. Part-II Price Bid:- Date of opening of part II (i.e. price bid shall be informed separately).	03:00 PM of 13/04/2020 Date of opening of Price bid shall be informed separately after completion of evaluation of Part I of the tender
k.	Tender Close Date	Till 02.00 PM of 13.04.2020

Officer-in-Charge
Reserve Bank of India, Nagpur



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NAGPUR**

Supply, Installation, Testing and Commissioning of Sealed maintenance free Batteries (SMF) having fire retardant casing for 2 x 80 KVA, 2 x 30 KVA and 2 x 10 KVA UPS system in Bank's Main Office and Additional Office Building at Nagpur

(Part I / Techno- commercial bid)

Name of the Tenderer /Address _____

Date of Issue of Tender : From 14.03.2020 to 13.04.2020.

Date of submission of document for prequalification criteria : from 14.03.2020 to 13.04.2020

Date of Prebid Meeting : 27.03.2020 at 11.00 a.m. at Estate Department.

Last Date of Submission of Tender: 13.04.2020 up to 14.00 hrs.

Date of Opening of the Tender(Part I): 13.04.2020 at 15.00 hrs.

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NAGPUR**

Notice inviting e-Tender

Supply, Installation, Testing and Commissioning of Sealed maintenance free Batteries (SMF) having fire retardant casing for 2 x 80 KVA, 2 x 30 KVA and 2 x 10 KVA UPS system in Bank's Main Office and Additional Office Building at Nagpur – E-tender

1. Online Tenders by **E-Tendering** process are invited for above work at Main Office Building, Reserve Bank of India Nagpur. The work is estimated to cost Rs.17.7 lakhs and is to be completed within 12 weeks.
2. All the Pre-Qualification papers shall be uploaded on MSTC site. Same will be downloaded after bid opening date for examination by the Bank.
3. The Earnest Money Deposit (EMD) in the form of DD/Irrevocable Bank Guarantee/proof paid by NEFT shall be submitted in sealed cover addressed by name to **Dr.P.S.Venkateswaran, General Manager (O-i-C), Estate Department, Main Office Building, Reserve Bank of India, Nagpur -440001** so as to reach up to 2:00 PM on **13.04.2020** superscripted as "EMD for SITC of SMF Batteries".
4. Online tenders will be allowed to view /download to all firms from 11 AM of 14.03.2020. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD, will not be considered for opening of their tender Part-II**
 - i. The intending tenderer must have minimum 5 years of experience in carrying out work of replacement of Battery Bank for office buildings/commercial premises. The **similar work*** should have been completed on or before **February 29, 2020**.
 - ii. The intending tenderer must and have executed successfully **similar works***, during last five years ending on **February 29, 2020** as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
OR
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.
 - iii. Minimum yearly turnover of **100% of the estimated cost** during last 3 financial years supported by audited financial statements.
 - iv. Should have service setup at Nagpur for rendering after sales service

- v. Only those OEMs/authorized dealers/distributors/firms who have a minimum yearly turnover of 17.7 Lakhs during last 3 years shall be considered eligible for Tendering for the work

***Similar Works** means - works of Supply, Installation, Testing and Commissioning of fire retardant casing Sealed Maintenance Free Batteries.

5. The contractors shall upload the following information/documents on MSTC site to satisfy the Bank about their eligibility

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works (4(i) and 4(ii) above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2016-17, 2017-18 and 2018-19 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.

(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of Service setup	Address and contact details of the service set up at the place of proposed work or nearby metro for rendering after sales service.

6. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in tendering process

7. A pre-bid meeting (off-line mode) of the intending tenderers will be held **on 27.03.2020 at 11.00 AM** at Estate Department, Main Office Building, Reserve Bank of India, Nagpur. The duly filled in tender documents shall be uploaded on MSTC site till **2:00 PM** on **13.04.2020**.

8. (a) Tender forms can be downloaded for viewing from the website www.mstcecommerce.com w.e.f. 14.03.2020 from 11 AM.

(b) EMD of Rs.35400/- (Rupees Thirty Five Thousand Four hundred only) in the form of Demand Draft favoring Reserve Bank of India payable at Nagpur/ NEFT or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma.

(c) Tenderers shall submit all the information and the documents as mentioned in Para 5 above.

After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

9. Part I of the tenders will be opened on-line at **3:00 PM on 13.04.2020** in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.

10. The applicants/tenderers have to submit/upload

a. Client's certificate as per format at [Annex- IV](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

b. Banker's certificate as per format at [annex-V](#) from their banker/bankers.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before opening of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

Nagpur:
Date

General Manager (O-i-C)

SCHEDULE OF TENDER (SOT)

Item	Supply, Installation, Testing and Commissioning of Sealed maintenance free Batteries (SMF) having fire retardant casing for 2 x 80 KVA, 2 x 30 KVA and 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur
e-Tender no	RBI/Nagpur/Estate/225/19-20/ET/429
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Date of NIT available to parties to download	From 11:00AM of 14.03.2020
Tender Fees	Rs – Nil
Pre-Bid meeting	Offline 1100 hrs on 27.03.2020 Venue- Reserve Bank of India, Estate Department, Dr.Raghavendra Rao Road, Civil lines, RBI Nagpur- 440001.
Earnest Money Deposit	Rs. 35400/- by 1) NEFT , RBI A/c.No.-8714295, IFSC Code: RBIS0NGPA01(5th &10th digit is zero) or 2) D.D.in favour of Reserve Bank of India, Nagpur 3) Bank Guarantee in favour of Reserve Bank of India, Nagpur
Last date of submission of EMD	Till 2:00 PM on 13.04.2020
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	4:00 PM of 14.03.2020
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 13.04.2020
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of 13.04.2020
MSTC Transaction Fee	Rs.1000 plus GST @18% Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

Important instructions for E-procurement

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

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC eprocurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo-</p> <p>>Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (RBI):</u></p> <ol style="list-style-type: none">1. Alok Kumar, Manager- kumaralok@rbi.org.in - 9779449735, 071228063282. S.S.Phadke, Asstt.Manager- sunilphadke@rbi.org.in- 9841585979, 07122806334 <p><u>Contact person (MSTC Ltd):</u></p> <ol style="list-style-type: none">3. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile- 099877584304. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 099906736985. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 228862686. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com7. Technical support staff – 022-22870471 <p>B) System Requirement:</p>
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	<p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>
	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. <input type="checkbox"/> Other Settings: <p>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	<p>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.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>

4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>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.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <p>Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>After filling the Technical Bid, vendor should click ‘save’ for recording their Technical</p>

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

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Section I**Commercial Terms and Conditions****Form of Tender**

[Scanned copy (in pdf format) of 'Form of Tender' page duly filled, to be uploaded with tender]

**Dr.P.S.Venkateswaran
General Manager(O-i-C)
Reserve Bank of India,
Estste Department,
Nagpur-440001.**

Dear Sir,

We have examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and conditions of Contract and with such materials as are provided for by us, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur
(b)	Estimated cost	:	₹ 17.7 lakh inclusive of GST, but exclusive of Rebate for Buy-back
(c)	Earnest Money	:	Rs.35400.00
(d)	Percentage to be deducted from bills	:	5%
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence	:	12 weeks

2. Should this tender be accepted, we hereby agree to abide by and fulfil the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. We have deposited a sum of Rs. 35400.00 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. The list showing the particulars and the names of manufacturers of specified item are enclosed.
5. The details of our bankers are

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

We are enclosing herewith list of our clients with complete details as per the Bank's proforma given in section V

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor (Signatures and addresses of witnesses)

**Reserve Bank of India
Estate Department
Nagpur**

Section II

General instructions to tenderer(s) & special conditions

Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur

Part I - Commercial Conditions

Reserve Bank of India, Estate Department, **Nagpur** invites tenders in two parts from the eligible Tenderers as mentioned below for the work of **Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur.** Only those contractors who have minimum 5 years' experience in the field of undertaking similar works and associated works for the office buildings/commercial premises/industrial houses and have, during the last 5 years (works completed on or after February 2015), executed successfully similar works individually costing as under:

(a) Three works each costing not less than 40% of estimated cost.

OR

(b) Two works each costing not less than 50% of estimated cost.

OR

(c) One work costing not less than 80% of estimated cost.

AND

(d) Have a minimum yearly turnover of 100% of estimated cost during the last 3 years supported by audited financial statements.

AND

(e) Have a service set up at NAGPUR for rendering after sales service.

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

- i. Copies of detailed work order indicating scope and value of works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the proforma
- iv. Financial statement for turnover for last 3 years

- v. Solvency Certificate (Banker's Certificate) as per [Annexure V](#)
- vi. **Distributers / dealers should submit letter of authorization from the OEM with validity period of dealership / distributorship.**
- vii. **Dealers / distributers should submit undertaking from OEM as per [Annex III](#) for maintenance / technical support in case of failure of dealer /distributor to provide the same.**

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

1. **Pre-bid meeting:** - A pre-bid meeting will be held at 11.00 AM on 27.03.2020 at Reserve Bank of India, Main Office Building, Estate Department, Nagpur 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 and study the tender documents.
2. 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.
3. A tender submitted by a firm who is found to be not submitting the above details will liable to be rejected.
4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened as mentioned above at 3 PM. Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.
5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).
6. **Earnest Money:-** The tenderers shall pay as Earnest Money a sum of Rs.35400.00 (Rupees Thirty Five Thousand Four Hundred Only) by a demand draft or Bank Guarantee in a form given in [Annexure III](#) valid for 6 months, acceptable to the Bank in favour of Reserve Bank of India of India drawn on a scheduled bank along with Part I of the tender or through NEFT. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate and submission of PBG. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work.
7. **Validity of tender:-**The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
8. The rates quoted shall be inclusive of all duties, 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.

9. Completion of work: - The entire work of supply, installation, testing and commissioning of the batteries shall be completed within a period of 12 weeks from the 10th day of date of issue of work order.

10. **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 contract amount 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.

11. Service set-up:- The tenderers shall indicate details of the service center at Nagpur, the staff strength, and contact numbers.

12. Site visit: Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering.

13. **Warranty/Defect Liability period:**

a. **The battery supplied shall be guaranteed against all types of defects for a minimum period of 3 (three) years from the date of handing over.** Any defects in the same, found within the warranty period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

b. During the warranty period, any fault in the batteries shall be rectified within 48 hours of receipt of intimation of the defect in the system. In addition to this, if the fault is **not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The amount spent shall be recovered from the security deposit held by the Bank.**

c. **In case, the defective batteries are not replaced within 8 hours from the time of reporting of the fault in the batteries, by e-mail / telephonic calls, penalty amounting to ₹ 500/- per day per Battery will be charged.**

14. **Evaluation of tenders:**

Tenders will be evaluated on the basis of Net Owning Cost of the batteries comprising of the Capital Cost of the system and taking into account the effect of rates quoted for buy back price offered for the old batteries

15. **Terms of payment: -**

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

- (i) (a) 50% of contract amount on the delivery of the materials as per BOQ and on submission of manufacturer's test certificate.

- (ii) 45 % of the contract amount on the handing over the system in all respect i.e. satisfaction to Bank and submission of Performance Bank Guarantee (PBG) as specified in clause 3.11. The format of PBG can be seen at [Annexure -II](#).
- (iii) 5% on completion of defect liability period of 3 years from date of handing over. This amount is held as security deposit/ Retention money for full filling the obligations regarding repair/ replacement / periodic checks and inspections of batteries during warranty period. This amount may be returned to the firm on submission of Bank Guarantee of equal amount.

16. **Insurance:** - Tenderers keep in mind that quoted price should be inclusive of insurance because successful contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment/materials till handing over the all the material and work to the Bank, in the joint names of the Bank (1st name-RBI) and the contractor and it shall cover the following risks.

Contractors all risk insurance policy inclusive of storage, erection, testing, and commissioning policy for the full contract value (without buyback cost) for the completion of the work.

17. The payment for the system will be made by RBI, NAGPUR. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in NAGPUR.
18. The contractors shall submit all technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma 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.
19. The tenderers shall give the names and postal addresses of their bankers, and bankers certificate as per proforma given in section IV
20. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them.
21. The tenderers are requested to fill in the enclosed proforma (Appendix-II) on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.
22. Bids shall remain valid for acceptance by RBI for the period of 90 days from the date of opening of Part I of the tender. This period will be further mutually extended, if required.
23. **Training:** The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.
24. **Agreement:** The successful tenderer shall execute an agreement with the Bank on stamped paper in the format given in [Annexure I](#) within 14 days from the 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.

25. 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 completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

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

precedent to any right of action under the Contract.

26. a) 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.
- b) 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.
- 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, 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.

27. Nondisclosure clause:

"The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer.

The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section III: Special Condition of the contract

3.1. Evaluation of Tender

3.1.1 Part I (Techno – Commercial Bid) :

RBI would examine and evaluate responsive Techno – Commercial Bids, as per the Bank's requirement. All the qualified tenders are liable for opening of Part II/ Price Bid.

3.1.2 Part II (Price Bid) :

Part II /Price Bid will be evaluated on the basis of capital cost of the system and buy back cost. Lowest among the Tenderers will be called L1 Tenderer.

3.2 Execution of agreement

On receipt of intimation from the Bank of the acceptance of his Tender, the successful Tenderer shall be bound to sign the formal contract within fourteen days thereof. The cost of necessary stamp paper (Rs.100) for execution of the agreement shall be borne by the Tenderer/Tenderer. The format of article of agreement is provided at [annexure I](#).

3.3 Defects Liability Period(DLP)

The Defects Liability Period shall be of Minimum of Three years from the date of issue of taking over certificate. Tenderer shall replace faulty batteries with new batteries free of cost during DLP of three years.

The Tenderer shall, at its own risk and cost, make well, any defects, complete any left-over work as required by the Bank.

3.4 Liquidated Damages for Delays

In case the successful Tenderer is unable to achieve / adhere to the project timelines, the Tenderer will be charged liquidated damages at the rate of 0.25 % of the contract value per week, subject to maximum of 10 % of the contract value.

3.5 Delay in replacing the faulty batteries:

The supplied batteries shall be warranted for three years from the date of installation. During the warranty period the faulty batteries shall be replaced by the Tenderer within 48 hours after lodging the complaint over telephone /email/fax. There will be a penalty of **Rs.500/- per day per battery**, if the defect is not attended within the period of **12** hours after lodging the complaint by telephone, email, letter etc. as stated above. This amount shall be deducted from their performance bank guarantee.

3.6 Force Majeure:

The Tenderer shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight

embargoes etc. The Reserve Bank of India will decide whether delay or failure on the part of the Tenderer was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

3.7 Termination for Default

The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Tenderer and upon the Tenderer's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

If the Tenderer fails to deliver any or all of the items within the time period(s) specified in the Contract; or

If the Tenderer fails to perform any other obligation(s) under the Contract.

On termination of the Contract for default, the EMD/ Bank Guarantee of the Tenderer will be forfeited.

On termination of the Contract for default, action will be taken to black list the Tenderer.

Bank has right to go in court of law if such case is arrived.

3.8 Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Tenderer, without compensation to the Tenderer, if the Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

3.9 Termination of Contracts by the Tenderer

If payment of the amount payable by the Employer / Bank under certificate 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 Tenderer/Tenderer to the Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Tenderer shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

3.10 Patents:

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

3.11 Performance Bank Guarantee (PBG):

The estimated life cycle of the SMF batteries is **3 years**. Successful Tenderer shall submit Performance Bank Guarantee for an amount of **10% of contract value (without rebate of old batteries) for three years** at the time of submission of final bill to Bank. The format of PBG can be seen at [annexure II](#). If firm does not carry out replacement of faulty batteries and carry out IR testing as per schedule if any, as per the satisfaction of Bank than PBG will be forfeited.

3.12 Insurance:

Tenderers keep in mind that quoted price should be inclusive of insurance because successful contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment/materials till handing over the all the material and work to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- Contractors all risk insurance policy inclusive of storage, erection, testing, and commissioning policy for the **full contract value** till completion of the work.

3.13 The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act, 1936 Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard.

3.14 All debris shall be disposed off by the contractor as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of fire hazards.

3.15 The bill of quantities is only indicative. The Bank reserves the right to increase or decrease the quantities for any items or to delete any item during execution of work.

3.16 Factory Acceptance Test (FAT) of batteries: Delivery of the batteries is to be made to the site in accordance with the programme finalized in consultation with Bank's Engineer. The batteries shall be delivered only after pre-delivery inspection has been carried out by RBI's authorized representative. Pre-delivery inspection of equipment shall be carried at the factory premises of factory. The Bank shall be informed of such inspection at least 07 days in advance.

Place:

(Signature of the Tenderer with Stamp)

Date:

APPENDIX HEREIN REFERRED

1.	Defects liability Period	3 years 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	12 weeks from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract amount per week subject to a maximum of 10% of the contract amount.
6.	Installment after virtual completion	100% of Earnest money deposit shall be released
7.	Interest for delayed payment	3 percent per annum

Place:
Date :

Seal & Signature of the firm

Reserve Bank of India

Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur

[Scanned copy (in pdf format) duly filled, to be uploaded with tender]

Check List

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part- I.	
2.	EMD	<p>₹ 35400.00 (Rupees Thirty five thousand four hundred only) as DD / BG (as per Annex III / NEFT in Favour of Reserve Bank of India to be delivered in physical form (DD/BG in original form) at ESTATE DEPARTMENT, Reserve Bank of India, Nagpur on or before 14.00 hrs on 13.04.2020.</p> <p>No interest shall be payable on EMD.</p>	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	12 weeks from the 10 th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	0.25% of the contract amount per week subject to maximum of 10% of contract value.	
6.	Penalty during warranty	The supplied batteries shall be warranted for 3 years from the date of installation. During the warranty period the faulty batteries shall be replaced by the Tenderer within 48 hours after lodging the complaint over telephone /email/fax. There will be a penalty of Rs.500/- per day per	

		battery, if the defective battery is not rectified within the period of 48 hours after lodging the complaint by telephone, email, letter etc. as stated above. This amount shall be deducted from their security deposit.	
7.	Warrantee	3 year after the date of virtual completion.	
8.	Terms of payment	As per para 15 of the General instructions.	
9.	Insurance	Shall include for Contractor All Risk Policy including storage, erection, testing and commissioning etc.,	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IV: Details of Tenderers

4.1. Particulars of Firm

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / Proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST details with supporting documents	
5.	Address of the Firm	
	Telephone	
	Email	
	Fax	

4.2 The details of our bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by Tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Section V**Prequalification Criteria:**

5.1 Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address :			
	Name of the Contact Person:			
	His/her Mobile No. :			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
	Capacity of battery			
	Make and model (Preferably mention the same make and model as offered to the Bank)			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for:			

Please also provide following details with supporting documents as per prequalification criteria:

5.2	Work experience in years (please submit at least 5 years old work order of any amount for SMF battery)	
5.3	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same.	
(a)	2018 – 19	
(b)	2017 – 18	
(c)	2016 – 17	

Note: All the details must be filled and uploaded with part I of the Tender.

Signature of the Tenderer with stamp/Date

Section VI
Scope of work

6. Requirement of the Bank / specification material /Scope of the work:

6.1 The Bank, wants Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2 x 80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur. The work involves removing the existing batteries and installing the new batteries, take away of empty boxes of batteries and old batteries on quoted rates.

Testing of IR / Impedance should be carried out after installation of the batteries and certificate with details of the test should be submitted. Firm should replace the battery if test results are not satisfactory. Thereafter battery health checking shall be carried out by discharging the batteries quarterly, Impedance testing half yearly and actual load testing of the batteries in the 6th, 12th, 18th & 24th month starting from month of installation of batteries and replacement of the faulty batteries free of cost during first three years that is till the defect liability period.

The Tenderer shall submit test certificates from the OEM regarding battery capacity and fire-retardant casing of the batteries supplied.

6.2 The whole work will be supervised by J.E. (Electrical) / Asst.Manager (Electrical).

Signature of Tenderer with stamp/Date

Section VII

List of Approved makes of the Batteries

Approved make of the Battery	Exide, Amaron (Quanta), Panasonic, CSB
------------------------------	--

Offered material

Offered make of the Battery	
-----------------------------	--

Place :

Date :

Signature and seal of the Tenderer

Section VIII
Unpriced bill of quantities / Details of Work

Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur

Sr. No	Item Details	Qty
1(a)	Supply, Installation, testing and commissioning of 12V, 75 AH Lead Acid sealed maintenance free (SMF) Batteries of required capacity having Fire retardant casing for Bank's UPS systems. Batteries should be of approved make and having minimum three years warrantee of onsite replacement of faulty batteries. Rates shall be inclusive of GST.	280 Nos
1(b)	Charges for dismantling of old batteries (12 V, 75 AH) and interconnecting the new batteries with existing jumper cable terminal connectors, nut bolts etc. in existing battery cubical. All the cables shall be dressed in a neat manner. Rates shall be inclusive of GST/ any other taxes (240 batteries). If any existing jumper cable, bolt-nuts required to be replaced or battery stand needs to be modified, the same should be done at no extra cost to the Bank.	01 Job
1(c)	Charges for dismantling of old batteries (12 V, 65 AH) and interconnecting the new batteries with existing jumper cable terminal connectors, nut bolts etc. in existing battery cubical. All the cables shall be dressed in a neat manner. Rates shall be inclusive of GST/ any other taxes (40 batteries). If any existing jumper cable, bolt-nuts required to be replaced or battery stand needs to be modified, the same should be done at no extra cost to the Bank.	01 Job
2(a)	Rebate for taking away of old batteries- SMF Fire Retardant casing, Exide make, 12V, 75 Ah on as is where is basis.	240 Nos
2(b)	Rebate for taking away of old batteries- SMF, Exide make, 12V, 65 Ah on as is where is basis.	40 Nos

Place:

Seal and Signature of the Tenderer

Date:

Annexure I

FORMAT FOR ARTICLES OF AGREEMENT (for successful Tenderer)

(On Rs.100/- stamp paper)

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous to carry out **"Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur"** and has caused specifications describing the works to be one.

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

AND WHEREAS the Tenderer has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions of the contract and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said requirement of the Bank and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS –

- 1** In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Tenderer shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.
- 2** The Employer shall pay the Tenderer the said Contract amount or such other sum as shall become payable at the times and in the manner specified

in the said conditions.

- 3 The 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 The specification, penalty clauses, agreement and documents mentioned herein shall form the basis of this Contract.
- 5.1 This Contract is deemed to be - **“Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank’s Main and Additional Office Building at Nagpur.**
- 5.2 **Replacing the faulty batteries within defect liability period of 3 years after handing over the system.**
- 6 The Tenderer shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.
- 7 The Employer 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 at any time during the currency of Contract, without prejudice to this Contract.
- 8 Time shall be considered as the important factor of this Contract and the Tenderer hereby agrees to commence the work from the 10th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 45 days subject nevertheless to the provisions for the extension of time.
- 9 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Nagpur.
- 10 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in NAGPUR and only courts in Nagpur shall have jurisdiction to determine the same.
- 11 The several parts of this Contract have been read by the Tenderer and fully understood by the Tenderer.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

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

(2) Signature with _____
name, address and date _____

Annexure II (for successful Tenderer)

Proforma of Performance Bank Guarantee

(To be submitted on Non-judicial stamp paper of Rs. 100/- or appropriate value purchased in the name of the issuing bank)

No. _____
Date _____

To:

Dr.P.S.Venkateswaran
General Manager(O-i-C)
Reserve Bank of India
Estate Department
Nagpur-440001.

Dear Sir

In consideration of your agreeing to accept the Performance Security deposit of INR _____ (INR _____ only) furnished to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Tenders for **Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2 x 80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur** 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 uncanceled 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 thereunder, 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 the above named Bank) For & on behalf of (Banker's Name & Seal) BRANCH MANAGER

(Banker's Seal) Address

**Proforma of undertaking for maintenance confirmation
by the Original Equipment Manufacturer (OEM)**

To,
The General Manager (O-i-C)
Estate Department
Reserve Bank of India
Nagpur-440001.

Dear Sir/Madam

Tender for Supply, installation, Testing & Commissioning of sealed maintenance free Batteries (SMF) having fire retardant casing for 2x80 KVA, 2 x 30 KVA & 2 x 10 KVA UPS system in Bank's Main and Additional Office Building at Nagpur

In the unlikely event of M/s _____ i.e. our authorized dealer / distributor for Sealed Maintenance Free Batteries, failing to provide support / maintain, the batteries installed at your above indicated premises, in terms the contract provisions, etc, we hereby undertake to maintain Sealed Maintenance Free Batteries installed, for a period of 3 years from the date of commissioning of the same.

Yours faithfully,

For _____

Authorised signatory

CLIENT’S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

The General Manager(O-I-C)
Reserve Bank of India,
ESTATE DEPARTMENT
NAGPUR

Name & address of the Client

Details of Works executed by Smt. /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

Note : All columns should be filled in properly countersigned”

*

Reporting Officer* with Office seal *Officer of the rank of executive engineer/Superintending Engineer or equivalent

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years as on March 2019 (year wise).
2016-17
2017-18
2018-19
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.17.7 Lakhs.

(Signature)

For the Bank

Note:

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

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

Safety Code

1. First aid appliances including adequate supply of sterilized 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 hospitalization.
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.