



Reserve Bank of India
Estate Department
Hyderabad- 500 004

Supply, Installation, testing and Commissioning of 160 no's SMF batteries of 120 AH capacity each for Centralised UPS System at Reserve Bank of India, Hyderabad

Regional Director, Reserve Bank of India, Hyderabad invites e-Tender through MSTC for Supply, Installation, testing and Commissioning of 160 no's SMF batteries of 120 AH capacity each for Centralised UPS System for Reserve Bank of India, Hyderabad. The e-Tender along with the detailed tender notice is available at the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>) under the menu "Tenders".

2. All interested bidders must register themselves with MSTC through the above-mentioned website to participate in the tendering process.
3. The estimated cost of the work is ₹16 lakh, however the actual amount may vary.
4. The Schedule of e-Tendering process is as follows:

a. e-Tender Name	Supply, Installation, testing and Commissioning of 160 no's SMF batteries of 120 AH capacity each for Centralised UPS System for Reserve Bank of India, Hyderabad.
b. e-Tender no	RBI/Hyderabad/Estate/8/21-22/ET/8
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of NIT available to parties to download	July 01, 2021
e. Date of Pre-Bid meeting	July 09, 2021 at 11:30 AM
f. Earnest Money Deposit	₹ 32000.00 (₹Thirty-two thousand only) from all the bidders in the form of online payment / NEFT to the Bank before 02:00 PM of July 22, 2021. <u>Details for NEFT</u> IFSC Code – RBIS0NEFTHY (0 is zero) A/c number – 8614038 Beneficiary Name: Reserve Bank of India, Hyderabad Your Firm's Name Remarks: 160 no's SMF batteries
g. Last date of submission of EMD	Up to 02:00 PM on July 22, 2021

h. Date of Starting of e-Tender for submission of on line Techno- Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10:00 AM of July 12, 2021
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM on July 22, 2021
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part- II (i.e. Price Bid)	3:00 PM on July 22, 2021

5. The Part-II, i.e., Price-bid will be opened on the same day or at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Please note: There is no tender fees to download the tender document from Portal.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.

All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director for Andhra Pradesh & Telangana
Hyderabad**

July 01, 2021



**Reserve Bank of India
Estate Department
Hyderabad**

**Supply, Installation, Testing & Commissioning of 160 Nos of 120 AH
SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office
Building, Hyderabad**

E-tender No: RBI/Hyderabad/Estate/8/21-22/ET/8

Part I

Name of the tenderer _____

Address _____

Date of Pre-Bid Meeting: July 09, 2021 at 11:30 hrs.

Last Date of Submission: July 22, 2021 till 14:00 hrs.

Date of Opening Tender: July 12, 2021 at 10.00 hrs.

Important instructions for E-procurement

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

1 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 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).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT 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 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).

Contact person (RBI, Hyderabad):

1. Suraj Patil (Sr Asst.) – 040-23267107 (surajpatil@rbi.org.in)
2. Aishwarya Sharma (AM) – 040-23267113 (aishwaryas@rbi.org.in)
3. Estate Department, 040-23267170 (estatehyderabad@rbi.org.in)

Contact person (MSTC Ltd):

1. Renu Purushottam, Branch Manager – rpurushottam@mstcindia.co.in – Mobile: 08884406412
2. Suraiya R Shaik, Dy. Manager – srshaik@mstcindia.co.in Mobile- 7406047869
3. B Teja, JCA- bteja@mstcindia.co.in Mobile- 06281048513
4. Krishna Kanth, Technical Analyst- krishna366377@mstcindia.co.in Ph- 8333036366
5. Raksekhar, DEO, rajmstc@mstcindia.co.in Ph-8464073640

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

B) System Requirement:

- i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.
- ii) 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 <https://www.mstcecommerce.com> once)

- 2 The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprochome/rbi>. Tenders will be opened electronically on specified date and time as given in the Tender.

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

4 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.

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

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

- 7 a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <https://www.mstcecommerce.com> → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live Event.

- c) 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.
- d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be 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.
 - e) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
 - f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - i) 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.
 - j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - k) 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.
 - l) 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.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

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.

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

Important Note

The rates are to be quoted Online. In the online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender document will be implemented.

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Section I
FORM OF TENDER

Place:

Date:

Smt. K Nikhila, Regional Director
Reserve Bank of India
Estate Department
Hyderabad

Dear Sir,

We have carefully 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 to there 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 all respects with specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, General instructions to the tenderers, Special Conditions, Schedule of Quantities and Conditions of Contract 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.

MEMORANDUM

(a)	Description of works	:	Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad.
(b)	Estimated cost	:	Rs.16.00 lakh
(c)	Earnest Money Deposit(EMD)	:	Rs.32000/-
(e)	Time allowed for completion of the work from tenth day after the date of written order to commence work	:	2 months

2. 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 Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure I](#)).

3. We are enclosing a list of our clients in India with complete details as per the proforma given in the [Annexure III](#)

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in 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.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2021.

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 _____

SECTION-II

करार की शर्तें / Articles of Agreement

यह करार एक ओर भारतीय रिज़र्व बैंक, हैदराबाद जिसका केंद्रीय कार्यालय मुंबई 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरी ओर से ----- कंपनी (जिसे इसके बाद " ठेकेदार " कहा गया है) के बीच के-----दिन, वर्ष ----- को किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____, 20____ between the RESERVE BANK OF INDIA, HYDERABAD having its Central Office at Mumbai - 400 001. (hereinafter called "the Employer") of the one part and _____ an individual / a firm / Company having its Registered Office at _____ (hereinafter called the "Contractor") of the other part.

जबकि बैंक ----- का कार्य..... पर करवाने के लिए इच्छुक है तथा किए जाने वाले कार्य का वर्णन करने वाले विनिर्देशनों को भारतीय रिज़र्व बैंक द्वारा तैयार किया है।

WHEREAS the Employer is desirous of awarding the work of _____ at Bank's _____ as per specifications describing the work to be done to be prepared by Reserve Bank of India.

और क्योंकि ठेकेदार 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 राशिपर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित ठेका राशि" कहा जाएगा) जो कि ----- से -----तक की अवधि के लिए लागू तथा कोटेशन/कार्य आदेश में दिए गए अनुसार कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the conditions set forth in the tender / quotation / herein (all of which are collectively hereinafter referred to as "the said conditions") at the respective rates therein set forth amounting to the sum of Rupees _____ as applicable for the period from _____ to _____ at the rate quoted in the quotation / work order / as therein arrived at of such other sum as shall become payable there under.

एतद् द्वारा अब निम्नानुसार सहमति हुई है / NOW IT IS HEREBY AGREED AS FOLLOWS:-

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

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

2. बैंक, ठेकेदार को कथित ठेका राशि अथवा समय-समय पर देय होनेवाली अन्य राशि तथाकथित शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।
The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. उपरोक्त वर्णित शर्तों में भारतीय रिजर्व बैंक, हैदराबाद के संपदा विभाग के सहायक महाप्रबंधक (संपदा/तकनीकी), नियोक्ता की ओर से कार्य करेंगे।
In the said Conditions herein before mentioned, the Assistant General Manager (Estate/Technical) in charge of the Estate Department, Reserve Bank of India, Hyderabad shall act on behalf of the Employer.
4. तथाकथित शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़ी जाएंगी और इस करार का हिस्सा मानी जाएंगी और संबंधित पक्ष इस करार की तथाकथित शर्तों के अधीन रहेंगे और अपनी ओर से क्रमशः तथाकथित शर्तों के अपने-अपने कर्तव्य का पालन करेंगे।
The said conditions and Appendix thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. इसमें उल्लिखित प्लान, करार एवं दस्तावेज इस ठेके के आधारभूत घटक होंगे।
The Agreement and the Documents mentioned herein shall form the basis of this Contract.
6. बैंक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की मात्रा और काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने का अधिकार सुरक्षित होगा।
The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. इस ठेके के अंतर्गत बैंक द्वारा सभी भुगतान केवल हैदराबाद में किए जाएंगे।
All Payments by the Employer under this Contract will be made only at Hyderabad.
8. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद हैदराबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार हैदराबाद 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 Hyderabad and only Courts in Hyderabad shall have jurisdiction to determine the same.
9. इस संविदा के अलग-अलग भागों को ठेकेदार ने पढ़ लिया है 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.
10. बैंक नियमों के अनुसार भविष्य में नवीनीकरण किया जाएगा।
Future renewals will be as per Bank's rules.
11. कार्य आदेश पत्र संख्या.....दिनांक..... समझौते के हिस्से के रूप में होगा।
The work order letter no. _____ dated _____ will form part of the agreement.
12. ठेकेदार द्वारा टेंडर /संविदा दर में एएमसी से संबंधित सभी नियम और शर्तों को माना जाएगा।
All terms and conditions pertaining to AMC in the tender/ quotation will also be honored by the Contractor.
13. गैर-प्रकटीकरण खण्ड : ठेकेदार को प्रत्यक्ष या परोक्ष रूप से सिलसिले में अपने ठेके दायित्वों के निर्वहन के दौरान ठेकेदार को यदि कोई जानकारी, सामग्री और बैंक के बुनियादी ढांचे / सिस्टम / उपकरण के संबंध में विवरण प्राप्त होता हो तो उसका किसी अन्य पक्ष के पास खुलासा नहीं करेगा और इस समझौते के अनुसार वह उसे कड़ी गोपनीयता में ही रखेगा। ठेके के अंतर्गत जब तक आवश्यक हो इसका वहन करने के लिए आवश्यक हो या लागू नियमों का अनुपालन करना हो, ठेकेदार ठेके के विवरण को निजी और गोपनीय ही रखेगा। ठेकेदार नियोक्ता के पिछले लिखित

अनुमति के बिना कहीं और किसी भी व्यापार या तकनीकी पेपर में या अन्य में किसी भी ब्यौरे को प्रकाशित नहीं करेगा, प्रकाशित करने के लिए अनुमति नहीं देगा, या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी का खुलासा करने के परिणाम स्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए उसकी क्षतिपूर्ति करेगा। इसके अनुपालन में विफल होने पर ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों को आगे बढ़ाने का हकदार होगा। ठेकेदार इस समझौते के तहत गोपनीय सूचना के गैर प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट हैं कि यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई की जाएगी।

इस समझौते के तहत गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार अपने कर्मचारियों के संबंध में आवश्यक कार्रवाई करेगा।

गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार द्वारा दायित्वों का वहन चाहे वह किसी भी कारण के लिए हो इस समझौते की समाप्ति या समाप्ति से बचा जाना इस पर निर्भर रहेगा।

Non-disclosure 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."

14. यौन उत्पीड़न / SEXUAL HARASSMENT

" कार्य स्थान पर महिलाओं के यौन उत्पीड़न के लिए (निवारण, रोक और निपटान अधिनियम 2013) प्रावधानों के अनुसार एजेंसी पूरी तरह से अनुपालन हेतु पूर्णतः जिम्मेदार रहेगी। बैंक परिसर में यदि एजेंसी के किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की शिकायत प्राप्त होती है तो एजेंसी द्वारा स्थापित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी तथा शिकायत के संबंध में एजेंसी उक्त अधिनियम के तहत योग्य कार्रवाई करना सुनिश्चित करेगी।

The Contractor / Agency shall comply 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.

बैंक की किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न के किसी भी शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति बैंक द्वारा संज्ञान में लिया जाएगा।

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.

यदि घटना के मामले में ठेकेदार के कर्मचारी शामिल है तो ठेकेदार किसी भी मौद्रिक मुआवजे के भुगतान के लिए जिम्मेदार होगा। उदाहरण के लिए यदि ठेकेदार के कर्मचारी द्वारा यौन अत्याचार साबित होता है तो बैंक के कर्मचारी को मौद्रिक राहत मिलेगा। ठेकेदार कार्यस्थल और संबंधित मुद्दों पर यौन उत्पीड़न की रोकथाम के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

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.

शासी भाषा: यह करार अंग्रेजी और हिंदी दोनों भाषाओं में निष्पादित किया गया है। अगर इस करार का हिंदी अनुवाद अंग्रेजी रूपांतरण के साथ विरोधाभासी हो या उसमें अधिक शर्तें दी गई हो अथवा वह अंग्रेजी रूपांतरण से भिन्न हो तो, अंग्रेजी रूपांतरण अभिभावी माना जाएगा।

Governing Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

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

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

हस्ताक्षर खंड

भारतीय रिज़र्व बैंक , हैदराबाद की ओर से हस्ताक्षरित एवं सुपुर्द
श्री -----

(नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए

1) -----
पता -----

2) -----
पता -----

(साक्षी)
SIGNED AND DELIVERED BY the
Reserve Bank of India by the hand of
Shri _____
(Name & Designation)

in the presence of

i) _____

Address _____

ii) _____

Address _____

(Witnesses)

ठेकेदार की ओर से हस्ताक्षरित एवं के हस्ते सुपुर्द
श्री _____

(नाम एवं पदनाम)

इनकी उपस्थिति में हस्ताक्षर किये गए

1) _____
पता _____

2) _____
पता _____

(साक्षी)

SIGNED AND DELIVERED BY

the Contractor by the hand of

Shri _____

Address _____

In the presence of:

1. _____

Address _____

Section-III

Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad

(A)General instruction to contractor

1. E-tenders are invited for Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad. The work is estimated to cost **Rs.16.00 lakh** and is to be completed **within 2 months**.

Eligibility Criteria: -

Only those contractors who fulfill the following criteria will be considered eligible to participate:

(i) Tenderers/ contractors should have minimum 5 years of experience in the field of undertaking similar works viz., for the large office buildings/commercial premises/industrial houses and have, during the last 5 years (works completed as on May 2021), executed successfully similar works individually costing as under:

(a) One work each costing not less than 80 % of estimated cost of Rs.16 Lakh

OR

(b) Two works each costing not less than 50 % of estimated cost of Rs.16 Lakh

OR

(c) Three works costing not less than 40 % of estimated cost of Rs.16 Lakh and

(ii) Have a minimum yearly turnover of Rs.16 lakh during the last 3 financial years

(iii) Have a service set up at **Hyderabad** for rendering after sales service

Only those tenderers who qualify as above will be eligible to submit tender for the work.

A Tender submitted by a firm which is found to be not satisfying the above criteria will be liable for rejection.

2. The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipments, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and amounts in figures shall be submitted in MSTC web portal not later than **14.00 hrs. on July 22, 2021**. No terms and conditions or any other information/ enclosure shall be appearing in Part-II. Any information and enclosure other than prices against the items appearing in part-II shall not be considered for evaluation.

3. Part-I of the tenders will be opened on the same day at **15.00 hrs. Part-II of the tenders**

will be opened on a subsequent date after intimation to all the tenderers. Tenderers are advised to use only the forms downloaded from the website. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and uploaded along with technical documents. Each copy of the tender shall be clearly marked as "original" and "duplicate" as the case may be. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. Nothing should be uploaded along with Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection. Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.

4. The tenders shall be valid for acceptance by the Bank for **90 days** from the opening of price bids (Part II) and shall be extended by such period as may be mutually agreed to.

5. **Pre-Bid Meeting**

A pre-tender briefing meeting of the eligible tenderers will be held at **11.30 hours on July 09, 2021** at Estate Department, Reserve Bank of India, Hyderabad to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.

It is mandatory for the intending tenderers to attend the pre-bid meeting to get clarification from the Bank. No request for change in date of pre-bid meeting will be entertained.

After the pre-bid meeting inclusion/ submission of any deviation in the tender conditions in part-I is liable for rejection.

6. **Client Certificate:** The contractor should furnish client certificates addressed to the Regional Director, Reserve Bank of India, Estate Department, Hyderabad, issued by the Applicant's clients in the format ([Annexure III](#)) enclosed specifically for the purpose of the work.

The firms shall enclose the relevant catalogues/leaflets/brochures of the Manufacturers of the equipment offered. Incomplete tenders are liable for rejection.

EMD & Bank Guarantee to Be Submitted by the Tenderers

7. Intending tenderers shall pay **earnest money deposit** for a sum of **Rs.32000/-** by remitting amount through **NEFT/Bank guarantee/DD** which shall be submitted/received at our office before the due date of submission of tender otherwise the tender will not be considered. The tenderer may also furnish an **irrevocable Bank Guarantee** from any scheduled bank for an equivalent amount towards EMD in the proforma enclosed as **Annexure I**. A tender which is not accompanied by appropriate Bank Guarantee towards earnest money/ NEFT transaction receipt/DD will not be considered. The earnest money will be returned to the tenderers if his tender is not accepted but without any interest.

Details of NEFT are as below:

Beneficiary Name: Reserve Bank of India, Hyderabad

IFSC: RBIS0NEFTHY (0 is zero)

Account No.: 8614038

Any tender submitted without EMD shall not be opened and shall be rejected.

In addition to the Earnest Money Deposit (EMD) under above clause and as further security for the due fulfillment of the contract by the Contractor, **5% of the value of the work done will be deducted by the Bank from each payment to be made to the Contractor.** On the Bank Engineer's certificate/on virtual completion certificate of the completion of the works issued by Banks Engineers, the EMD retained towards security deposit shall be released to the contractor and the retention money deducted towards security deposit (5%) shall be released after three year from the date of successful testing, installation, commissioning and after rectification of the defects pointed out during the defects liability period. The amount retained by the bank shall not bear any interest. **The firms may submit Bank Guarantee for an amount equal to retention money.**

8. The rates quoted shall be firm and shall not be subjected to variations in exchange rates, customs/excise duty or any other statutory duty or levies or variation in labour rates and for complete work, i.e. **supply, installation, testing and commissioning of the equipment and shall include all taxes, duties, levies imposed by Central/State government / Local Bodies , charges for consumable labour, transport, insurance for transit, storage, installation, testing and commissioning, workmen compensation & third party liability etc. till the work is finally handed over to the Bank.**
9. Tenderers to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and requirements solely at the discretion of the Bank. If the tenderer wishes to quote for more than one make of

material/equipment/component, they are advised to take copies of Part II of the tender and submit the same for each alternative separately but in the same sealed cover for Part II. Similarly, they may take copies of technical information and submit one set separately for each alternative but in the same cover for Part I. They are advised for the sake of clarity not to indicate different makes and rates on the same sheet. In case more than one make is indicated at the same rate, the right of selecting a make rests with the Bank.

10. Guarantee Period / Defect Liability Period:

- a. The batteries supplied shall be guaranteed against all types of defects for a period of **Three years** from the date of handing over of the equipment to the Bank. Any defects found in the system/subassemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost.
- b. All type of consumables should be provided with the equipment for the entire warranty period for which no extra cost will be paid by the Bank.

11. **Service facility:** Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service center. The tenderers shall indicate details such as the service center from which the proposed systems will be serviced, the staff strength at that center and the availability of spares for the system at that center.

12. **Details of Battery:** The battery 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 of minimum 30 minutes during power supply failure. **No battery will be accepted without Fire Retardant casing. The firms shall submit FR/FL casing certificate issued by OEM.**

13. Tenderer must submit required **catalogue** along with technical specifications & certificate for SMF & fire retardant casing at the time of tender submission in online.

14. **Technical Scope of Work:** Requirement of the Bank / specification material: The Bank wants Supply and Installation of 160 Nos SMF batteries 12V, 120 Ah for 2 x 120 KVA UPS system having fire retardant casing. 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.

15. **In addition to supply and installation of battery, the work also involves battery health checking by discharging the batteries Quarterly, Impedance testing half yearly and actual load testing of the batteries in the 6th, 12th, 18th, 24th, 30th & 36th month starting from month of installation of batteries and replacement of the faulty batteries free of cost during first 3 years i.e. firm has**

to provide three years warrantee for batteries from the date of installation, testing & commissioning.

16. The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries.

17. The whole work will be supervised by AGM(Electrical)/ Manager (Electrical) /A.M(Elec)/J.E. (Electrical).

Sr. No	Description	Bank's requirement	Specification Offered
1	Corrosion Free	Yes required	
2	Battery casing	Fire retardant	
3	Battery Type	Sealed maintenance free	
4	Inter cell weld	Free from Inter cell weld	
5	Separator	Thicker	
6	Rating	120 AH	
7	Voltage	12 Volt	
8	Rated Capacity	At 27 °C	
9	Copper wiring	Suitable size copper FRLS cabling/ wiring from one battery to other battery to be laid if required Make– Polycab/Finolex/Gloster/RR	
10	Make	Panasonic / Exide/ Amaron Quanta	
11	Stronger & free from Distortion	Yes required	
12	Expected Life of Battery	03 years from date of installation	

The Tenderer shall indicate the specific make of material, delivery & installation time.

18. **OEM / Manufacturer's Back Up Support:**

- a. The tenderers shall enclose a letter from the equipment manufacturers indicating that the make and equipment quoted by

tenderer are being manufactured and supplied in the market for the past three years, are in the current line of production.

- b. The OEM / manufacturer of the equipment should have direct presence in India. The details of the registered local (Indian) legal entity with the incorporation certificate should be submitted with the bid.

Faults in the equipment should be attended within 4 hours of reporting. The rectification time shall never exceed 24 hours. In case of delay of more than 24 hours, penalty will be imposed. Penalty for delay of one day is Rs.1000/- The cost shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

19. **Leaflets / Literatures:** The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of makes of components of the equipment's offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank have detailed specifications/features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the supply, shall furnish three sets of operation and maintenance manuals. On completion of the work, the equipment will be tested for establishing their performance vis-a-vis the accepted specifications.

20. **Terms of Payment:** The following terms of payment shall be applicable to this contract.

- 95% of the quoted rate pro-rata against Supply, Installation, Testing and Commissioning of batteries as specified in the tender.
- 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 fulfilling 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 BG for equal amount.

21. **Completion Period / Liquidated Damages:** The entire work shall be completed within **2 months** from the 10th day of letter of acceptance failing which at a rate of ¼% of the contract amount per week of delay beyond the stipulated period, will be levied subject to maximum 10% of the contract value. **The successful tenderer shall submit a Bar Chart Programme for completion of supply, erection testing and commissioning.**

22. **Agreement :** The successful tenderer shall execute an agreement with the Bank on stamped paper in the format enclosed within fourteen 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.

23. The tenderers shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipments including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.

24. Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipments/materials leave the manufacturer's works till handing over the Fire alarm system to the Bank, in the joint names of the Reserve Bank and the contractor before commencement of work and it shall cover the following risks.

- (a) Contractors all risk insurance inclusive of damage during transportation, fire insurance, Storage, erection testing and commissioning policy for the full contract value.
- (b) Workmen compensation policy for the employees of the contractor at site.
- (c) Third party liability policy for a total of Rs. 16.00 lakh and with a limit of Rs. 2.00 lakh per accident.

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

26. The Reserve Bank of India, Hyderabad reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Tenderer

Date:

Name:

Designation

Name & seal of the firm

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 Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
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 <u>Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad.</u>

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 therefore.
- 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, 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 there from, 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 or if not stated then within six months of the completion of the Contract works.

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.

- 18. 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 of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract)**

with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
 - a. Rs.2,00,000/- per incidence
 - b. Rs.16,00,000/- for the contract period
25. **Insurance for work:** The contractor shall, within 14 days from the date of commencement of the works, 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 within 21 days from the commencement of the works.** 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 seems 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 major or
 - (b) by reason of any exceptionally inclement weather or

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

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

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

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or

- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

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

materials supplied or purchased or prepared for the purpose or the Contract.

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relive 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 honoring 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 Contact, 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 event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or 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.

Place:

Date:

Sign and seal of the contractor

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for workmen can be availed from the available source at site free of cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor.
5. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
6. The Tendered 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 occupants of the captioned 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.
7. The contractor shall prepare three copies of **as done drawing** after completion of the work and shall submit along with the final bill.
8. 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.
9. 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.
10. 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.
11. 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.
12. The contractor shall depute a qualified supervisor during execution of the work .No work shall be carried out at site in unsupervised manner.
13. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.

Place:

Signature of the Tenderer

Date:

Name & address

Appendix Hereinbefore Referred To

1.	Defects liability Period	36 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 work order.
4.	Date of completion	2 months from the date of commencement.
5.	Liquidated Damages	₹ 571/- per day of delay of work subject to maximum of 10% of the contract value
6.	Value of work for Interim Certificate	95% after Supply, installation, testing & commissioning of sealed maintenance free batteries with fire retardant casing for 2X 120 KVA UPS at Bank's Main office building at Hyderabad.
7.	Earnest money deposit	₹ 32000/-
8.	Retention Percentage	5%
9.	Release of EMD	100% of Earnest money deposit will be released after virtual completion of work
10.	Period of honoring interim certificate	1 month for interim bill & 3 months for final bill.
11.	Interest for delayed payment	Three percent per annum

Commercial Checklist

Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad

Sr. No	Description	Bank's terms	Acceptance or otherwise of the Bank's terms	
1.	Validity	90 days	Yes/No	
2.	EMD	₹ 32000/-	Paid/Not Paid	
3.	Terms of payment	<ul style="list-style-type: none"> 95% of the quoted rate pro-rata against Supply, Installation, Testing and Commissioning of batteries as specified in the tender. 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 fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of batteries during period. This amount may be returned to the firm on submission of BG for equal amount. 	Acceptable/ Not Acceptable	
4.	Amount	Firm, inclusive of all taxes, duties, levies, octroi during the contract period.	Yes/No	
5.	Warranty period	36 months from date of handing over	Yes/No	
6.	Free Service after sales	36 months from date of handing over	Included/ Not Included	
7.	Completion period	2 months from 10 th day of receiving letter of acceptance	Acceptable/ Not Acceptable	
8.	Response time for call back service	Max. 4 Hours	Acceptable/ Not Acceptable	
9.	Liquidated damages	₹ 571/- per day of delay of work subject to maximum of 10% of the contract value	Acceptable/ Not Acceptable	

I/we confirm acceptance of all the above conditions.

Place:

Seal & Signature of the contractor

Date :

Annexure I

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 & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section IV of Instructions to tenderers 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 **Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad**. 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 For and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

Annexure II

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
Saifabad
Hyderabad- 500004

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 & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad** 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 the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

List of Clients

Details of similar qualifying works executed during the last 3 years

Sr. No.	Name and address of the firm	No & capacity 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 sheet if required)

Signature of Tenderer:

Date

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 meter.
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 sued in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

Place :

Signature and Seal of the Contractor

Date :

**DO NOT UPLOAD THE RATES FOR THE SAID WORK ALONG
WITH THE TECHNICAL DOCUMENTS.**

Supply, Installation, Testing & Commissioning of 160 Nos of 120 Ah SMF batteries in FR/FL casing for 2X120 KVA UPS at Bank's Office Building, Hyderabad

Un-priced Bill of Quantities (Part-II)

Sl. No	Description of the work	Qty	Rate (INR)	Amount (INR)
1.	Supply, Installation, Testing and commissioning of (SMF) battery 12V, 120AH capacity Lead Acid Battery sealed maintenance free (SMF) having Fire/Flame retardant casing for Bank's Centralised UPS system of capacity 2X120 KVA. The existing battery stands and all its interconnecting cables may be used. Battery make should be of Panasonic / Exide / Amaron and <u>having three-year onsite replacement</u> of faulty batteries without any additional charges. Quoted rate shall be inclusive of all taxes, duties, transportation, labour, T&P, insurance etc.	160 no's		
	Total Cost (A):			
2.	Rebate for dismantling, disconnection and taking away the old 120AH SMF Batteries of quantity 160 no's (Make: Exide). Quoted rate shall be inclusive of all taxes, duties, transportation, labour, T&P, insurance etc.	160 no's		
	Total Rebate offered (B):			
3.	Grand Total (A-B)			

Rates are to be quoted online only. In the Online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the bill of quantities (BOQ) given in Part-II of the tender document. For execution and rate purpose, the details given in Bill of Quantities in Part-II of the tender document will be implemented.