



RESERVE BANK STAFF COLLEGE

Estate Cell, Chennai - 600 018

Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai

Notice Inviting Tender

Reserve Bank Staff College (hereinafter referred to as “the Employer”) invites e-tenders, under two part system (Part I and Part II - price bid) from Authorised dealer / distributor of the OEM / OEM of the offered Batteries for the work of “**Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai**”, as per the Schedule of Tender (SOT). The tendering will be done through the e-Tendering portal of MSTC Ltd. (<https://www.mstcecommerce.com/eproc>).

The work is estimated to cost Rs.7.01 Lakh and installation is required to be completed within **60 days** from the 10th day of issue of work order (inclusive of the date of order).

Tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before October 04, 2023 up to 02.00 p.m. Tenderers shall submit tender proposal along with refundable EMD of ₹14,020/-, as prescribed in the tender. The technical bids (Part I) of the Tender will be opened electronically on October 04,2023 at 03.00 pm. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those tenderers who are found to be eligible on evaluation of their Part I documents will be opened with due intimation to the tenderers via electronic mode only.

Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Employer reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai – 600 018**

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/Reserve Bank Staff College/Estate/1/23-24/ET/52
b. Name of Tender	Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai
c. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eproc)
d. Date of Notice Inviting Tender (NIT) available to parties to download	September 13, 2023 from 02.00 PM
e. Earnest Money Deposit (Micro and Small Enterprises having Udyam Registration Number (Udyog Aadhar Memorandum Number) are exempted from remittance of EMD)	Rs.14,020/- by NEFT Beneficiary Name: RBSC CHENNAI IFSC: RBIS0SCPA01 Account No.: 186003001 Or Bank Guarantee in the prescribed format
f. Pre-Bid Meeting	September 20, 2023, 11.30 AM at Conference Room, RBSC
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eproc	September 22, 2023 from 02.00 PM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid along with EMD	October 04, 2023 at 02.00 PM
i. Date / time of opening of Tender Part I	October 04, 2023 at 03.00 PM (Part II will be opened at a later date after evaluation of Part I. Opening of Part II will be intimated to qualified tenderers)
j. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through NEFT in favour of MSTC LIMITED
k. Address for Communication	The Principal Reserve Bank Staff College No.359, Anna Salai, Teynampet Chennai - 600 018 e-mail: - principalrbsc@rbi.org.in



RESERVE BANK STAFF COLLEGE
Estate Cell
Chennai

E-Tender No. RBI/Reserve Bank Staff College/Estate/1/23-24/ET/52

for

Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College (RBSC), Chennai.

Part - I

(Technical Bid)

Name of the Bidder: _____

Address: _____

Due Date and time of Submission of e-Tender: 02:00 p.m. on October 04,2023

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**Reserve Bank Staff College
Estate Cell, Chennai**

DISCLAIMER

Reserve Bank Staff College, Estate Cell, Chennai, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank Staff College has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBSC in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank Staff College reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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Notice Inviting Tender

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The work is estimated to cost Rs.7.01 Lakh and installation is required to be completed within **60 days** from the 10th day of issue of work order (inclusive of the date of order).

Tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before October 04, 2023 up to 02.00 p.m. Tenderers shall submit tender proposal along with refundable EMD of ₹14,020/-, as prescribed in the tender. The technical bids (Part I) of the Tender will be opened electronically on October 04,2023 at 03.00 pm. In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those tenderers who are found to be eligible on evaluation of their Part I documents will be opened with due intimation to the tenderers via electronic mode only.

Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Employer reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai – 600 018**

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k. Address for Communication	The Principal Reserve Bank Staff College No.359, Anna Salai, Teynampet Chennai - 600 018 e-mail: - principalrbsc@rbi.org.in

Section I

Form of Tender

To
The Principal
Reserve Bank Staff College
No.359, Anna Salai
Teynampet
Chennai – 600 018

Dear Sir

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

MEMORANDUM

(a)	Name of the work:	Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai
(b)	Estimated Cost of the work	Rs.7.01 lakh
(c)	Earnest Money	Rs.14,020/-

(d)	Date of Commencement	Within 10 th day of issue of work order (inclusive of the date of order).
(e)	Time for completion of the work	60 days, which shall be reckoned from the 10 th day of issue of work order order (inclusive of the date of order) to commence the work – for all supply, installation, testing, commissioning and till handing over (inclusive of the date of order).

I / We agree to the following:

1. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.
2. I / we have deposited a sum of **Rs.14,020/-** as Earnest Money Deposit with the Reserve Bank Staff College, which amount shall not bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India / Reserve Bank Staff College.
3. I / We confirm that the tender submitted by me / us is conforming to all the terms and conditions mentioned in the tender document.
4. I / We agree that our Tender will remain valid for acceptance by the Employer 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 Employer and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit valid during the entire period of validity of Tender.
5. I / We do here by declare that there is no case with the Police / Court / Regulatory Authorities against me / us. Also, I / We have neither been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College for any reason nor any such proceedings are pending or

contemplated. I / We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

6. I / We certify that all the information furnished by me / us is true to the best of my / our knowledge. I have no objection to Reserve Bank Staff College verifying any or all the information furnished in this document with the concerned authorities, if necessary.
7. I / We understand that the Employer reserves 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 _____ 2023.

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

Important instructions for e-procurement through MSTC-portal

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

Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of 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 PC 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 HAVE TO BE SUBMITTED ON-LINE AT <https://www.mstcecommerce.com/eproc>

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

Contact persons (RBSC):

1. Shri. D. Kamatchi Pandian (AGM, Estate cell)
044-24302731
2. Shri. Sunil M R (Manager, Estate Cell)
044-24302784
3. Shri. Narendra C Bondre, (Assistant Manager, Estate Cell)
044-24302728
4. Shri. Vivekananthan S, (Junior Engineer, Estate cell)
044-24302727

email id: principalrbsc@rbi.org.in

Contact person (MSTC Ltd):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri V. Ganesh Moorthy (9176616410)
3. Shri Shanmugam - 9176397264

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

B) System Requirements:

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

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

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

Other Settings:

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

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

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

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

Special Note towards Transaction fee:

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

NOTE

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

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

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

Bidding in e-Tender:

- 1. Earnest Money Deposit** for an applicable sum shall be remitted by all intending tenderer to Bank Account of Reserve Bank Staff College before the closing time as mentioned in SOT and date of bid submission.

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

2. The process involves electronic bidding for submission of Technical and Commercial Bid.
3. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
4. The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save / submit his Technical bid.
5. After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
6. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
7. In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
8. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
9. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
10. 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.

11. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

12. Employer 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.

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 / their acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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

Section II - General instructions to tenderer(s) & Commercial Conditions

E-tenders for the work of “**Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai**” comprising two parts, viz, Part I (Techno-Commercial Bid) and Part II (Price Bid). Part I of the tender should be uploaded and Part II (Price-Bid) containing prices only should be filled-in the respective fields of Price bid format in MSTC website under RBI Portal’ not later than **02:00 PM on October 04, 2023**. Part-I (Techno-Commercial Bid) of the tender shall be opened at **03:00 P M. on October 04, 2023**.

1. Eligibility criteria:

a) The tenderer must be an Authorised dealer / distributor of the OEM / OEM of the offered Batteries for the Centralised UPS with prior experience as detailed in next paragraphs. Necessary documents in support of the above shall be submitted by uploading the documents along with tender Part - I.

Experience of minimum five years: -The tenderer must have experience of minimum 5 years in the field of undertaking the work of SITC of Batteries. Bidder shall submit the documentary evidence (indicating scope and value of works) in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s)* and completed prior to August 31, 2018).

For establishing the same, the tenderer should submit copy/ies of work order/s for such similar work/s*, which are completed prior to August 31, 2018 and also copy of the respective completion certificate.

b) Qualifying Works:- The tenderer must have successfully executed “similar works” during last 5 years ending **August 31, 2023 from September 01, 2018**, should be either of the following:

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

OR

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

OR

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

Note 1:- *Similar work means 'Supply, Installation, Testing & Commissioning of batteries'.

Note 2:- For establishing the aforesaid qualification, the tenderer should submit copy/ies of work order/s for such similar work/s, issued to the tenderer on or after September 01, 2018 and also copy/ies of the respective Client certificate/s.

c) Minimum Yearly Turnover: The tenderer must have a minimum yearly turnover of 100% of estimated cost during the last 3 financial years (2020-21, 2021-22 and 2022-23) supported by audited financial statements.

d) Service set-up: The tenderer must have a service set up in Chennai for rendering after sales service. The tenderer shall submit the complete address of the service setup, Rent bills, Tax Bills, etc.

Only tenderers who qualify above eligibility criteria will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

Tenderers shall upload all the documents in the MSTC portal as per the checklist given in [Annexure V](#) with suitable file names as indicated thereto.

Note 3:- (Regarding client's certificate) to be uploaded as per [Annexure IX](#):

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

Note 4:- The tenderer shall submit above document/s, in original, as and when demanded by the Reserve Bank Staff College.

Non-submission of the above documents may lead to disqualification of the tenderer. Bids containing false and / or inadequate information are also liable for rejection.

Part II (Price Bid) of Tender submitted by those tenderers who do not qualify the above conditions will be rejected and the EMD remitted by them will be refunded without any interest, in due course.

2. Tender containing deviations will be liable for rejection. If the tenderers willing to propose any deviations, it shall be sent to the email id: principalrbsc@rbi.org.in, latest by **September 20, 2023, 11.30 a.m.**
3. **Tenderers are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after September 20, 2023.**
4. The Reserve Bank Staff College reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The College also reserves the right to accept the tender of any firm.

5. Earnest Money Deposit (EMD)

EMD of a sum as indicated in Schedule of Tender (SOT) shall be remitted to Bank Account of Reserve Bank Staff College. The account details for NEFT transactions are as follows.

Beneficiary Name: RBSC CHENNAI

IFSC: RBIS0SCPA01

Account No.: 186003001

Note:- Micro and Small Enterprises are exempted from remitting EMD. Such enterprises are required to submit necessary documentary evidence in proof of the same and also a self-declaration to this effect.

6. **Validity of tender:-** The tender shall be valid for a period of **90 days** from the date of opening of the tender.
7. The rates quoted shall be inclusive of GST and all taxes, duties, transport, packing, forwarding, insurance, etc., and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties, etc. No import license

will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderers are also advised to visit RBSC after obtaining prior permission and acquaint themselves with the site conditions before submitting the Tender.

- 8. Period of Completion of work:-** The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 60 days from the 10th day of date of issue of work order (inclusive of the date of order).
- 9. Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25% of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.
- 10. Warranty / Defect Liability period (DLP) :** Any defect or fault which may appear during **36 months** from the date of virtual completion of work / or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his / their own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects / faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him / them by the Bank or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor / supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

If any defect in the supplied item is not rectified within the period of 02 days by the contractor, the Employer shall have right to rectify the system at risk and cost of the contractor. The Employer shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

11. Evaluation of tenders:-

Tenders will be evaluated on the basis of **Net Owning Cost** of the System comprising of the Capital Cost, Buy back value of old Batteries.

Net Owning cost shall be the total of Capital Cost minus Buy back value of old Batteries.

12. Terms of payment:-

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- a. 100% of the value of work done shall be released against supply, installation, testing, commissioning and handing over of the entire work and on submission of a Bank Guarantee for 10% of the Contract value to the Bank within specified time as detailed below in Clause No.13 of this Section.

The firm shall submit the following documents at the time of delivery of material to site.

- a. Manufacturer's Inspection and Test Certificates.
- b. Contractor's Certificate that all components, parts, sub systems, consumables, etc., for successful installation, commissioning and testing of the systems have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

13. Performance Bank Guarantee (BG):-

PBG amounting to 10% of the contract amount, valid for 3 years from the date of commissioning & handing over of the batteries, shall be submitted along with the Full & Final Bill. PBG is for ensuring the contractual obligations during the entire DLP period of 3 years. The Employer will have the whole right to invoke the submitted BG.

14. Insurance: -

The Contractor shall at his / their own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first (The Principal, Reserve Bank Staff College, Chennai) and deposit such policy or policies with the employer during the currency of this contract.

- a) Storage, erection, testing and commissioning policy for the total amount of contract.
- b) Workmen compensation policy for the employees of the contractor at site.
- c) Third party liability policy with the limits as under.
 - I. Rs.5,00,000/- per accident (For damage to property)

II. Rs.2,00,000/- per occurrence (For injury to persons)

15. Agreement: -

The successful tenderer shall execute an agreement with the Employer on a non-judicial stamp paper in the format in [Annexure II](#) enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Employer 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.

16. Dispute Settlement:

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

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

The arbitrator or Arbitrators, as the case may be, shall make his / their award within one year (or such further extended time as may be decided by him / 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 / their 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.

17. Jurisdiction: -

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

Section III - 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 / helper 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 or lift shall be so overloaded with materials / debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

Section IV - FIRE SAFETY

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

Section V - 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 Staff College and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in his / 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 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.

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 / their 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 Drawings and / or between the Schedule of Quantities and / or Drawing and / or specifications.
 - c) The storage / removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
 - 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 / their 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, related brochures / datasheets, etc. The rates and technical details 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 / them.

3. The Contract shall be executed in triplicate and the Bank's Engineer, Employer and Contractor shall be entitled to one executed copy each for his / their use. The contractor shall prepare line diagram, system configuration drawing and Layout plan of site for carrying out the work. Before the issue of final certificate to the Contractor, s/he shall submit to Bank's Engineer all test reports, drawings and specifications.
4. The Contractor shall provide at his / their cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, s/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 / they 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, license 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 three years from the completion of the works, the Contractor shall, if so required, at his / their 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, technical details to prove that the materials comply therewith, if required. The Contractor shall at his / their own cost arrange for and / or carry out any test of any materials (including related handling and transportation charges).
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 / them 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 / their 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 Junior Engineer / 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 / their 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 extra 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 / themselves before tendering as to the correctness and sufficiency of his / their 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 / their 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 / she 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 / her 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 / their Agent may at the time of measurement take such notes and measurement as he / she may require.

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 authorization 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 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 is / are similar in 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 / she 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 as defined in **Clause 21** hereof.

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

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

19. **Removal of improper work**: The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his / their 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 person/s 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, 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 / their 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 / their servants

or agents or any misuse by him / 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 / their 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 / themselves 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 / their 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 statutes 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 / their 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.

25. **Insurance**: The contractor shall, within 07 days from the date of commencement of the works, insure the works at his / their 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 seven 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 deems fit.
26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring 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 Employer for which he / they shall have specifically applied in writing or (h) from other causes which the

Employer may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Employer 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 / their 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 / them 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 / them requiring him / them to do so to show the reasonable satisfaction of the Architect that he / they is / are able to carry out and fulfill the Contract and to give 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 Employer 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 / their 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 / their own property or may employ the same by means of his / their 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 Employer shall give a notice in writing to the Contractor to remove his / their 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 Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his / their hand what of the said plant and materials so taken possessions or by Employer and expenses or loss which the Employer shall have been put to in procuring works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by Employer to Contractor or by the Contractor to Employer, as the case may be and the Certificate of Employer 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 if the Employer shall repudiate the Contract or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer and he / they shall be entitled to recover from the Employer, payment for all works executed and for any loss he / they 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 when works have been satisfactorily completed, the Contractor shall be paid by Employer in accordance with the Certificate to be issued by the Bank's Engineers. And the Contractor shall be entitled to payment of Final Balance in accordance with final Certificate at expiration of the period referred to as "Defects Liability Period" in Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his / their liability under **clause 21 and 36** nor relieve the Contractor of his / their inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate and in case of 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 / their satisfaction.

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under **Clauses 2 (a, b), 4, 5, 14 and 20** 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 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 the 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 / their 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 34** 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 / their 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.

36. 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 of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

37. Employer entitled to cover compensation paid to workman:

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

38. Abandonment of works

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 otherwise whatsoever on account of any profit or advantage which he / they might have derived from the execution of the whole works.

39. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by 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 / them by reason of such breach.

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

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

41. Non-disclosure Clause: -

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

42. Prevention of Sexual Harassment of women at work place

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its / their 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 of the complaint.

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

Section VI - SPECIAL CONDITIONS

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

Section VII - APPENDIX HEREIN REFERRED

Sl. No.	Particulars	Details
1	Defect Liability Period (DLP) / Warranty coverage period	Three years (36 months) from the date of issue of virtual completion certificate.
2	Period of final measurement	30 days from the date of final commissioning.
3	Date of commencement	10 th day from the date of award of work (including the date of work order).
4	Date of completion	60 days from the 10 th day of issue of work order (inclusive of the date of order).
5	Earnest money deposit (EMD) (Micro and Small Enterprises having Udyam Registration Number (Udyog Aadhar Memorandum Number) are exempted from remittance of EMD)	EMD of Rs.14,020/- (2% of the estimated cost of work) as specified in tender will be collected from all bidders. EMD of successful bidder shall be refunded after virtual completion or obtaining Performance Security / Bank Guarantee as applicable.
6	Payment terms	100% of the value of Contract value shall be released against supply, installation, testing, commissioning and handing over of the entire work and on submission of a Bank Guarantee, for 10% value of the work done to the Bank valid for 3 years from the date of virtual completion. The bill will be processed subject to necessary statutory and contractual deductions.
7	Liquidated Damages	0.25% of the contract value per week subject to the maximum of 10% of the contract value.

Signature of Contractor

Section VIII – Technical Specification / Scope of Work

8.1 Technical Scope of Work:

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for the Supply, installation, testing and commissioning of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai.

The work involves removing the existing batteries, installing new batteries in their place and take away the old batteries on as is where is basis at quoted rates.

- a. In addition to supply and installation of battery the work also involves battery health checking by discharging the batteries on bi-monthly basis, Impedance testing on half yearly interval 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 three years, i.e., firm has to provide three years warrantee for batteries.
- b. The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries.
- c. The contractor shall depute a qualified supervisor during the execution of work.

8.2 Details of Batteries:

The Batteries supplied shall be of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) of required Ampere Hour capacity to meet the backup requirement of minimum 30 minutes during power supply failure complete with battery interconnection, jumper cable and terminal connectors. The cable / wire will be nylon sheath annealed tin copper (Nyvin cable) with high temperature stability upto 100°C - the certificate by the manufacture should be attached. **No battery will be accepted without Fire Retardant casing. The firms shall submit FR / FL casing certificate issued by OEM.**

Tenderer must submit required **catalogue** along with technical specifications & certificate for SMF & fair retardant casing.

The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries. The Tenderer shall indicate the specific make of material, delivery & installation time.

8.3 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.

8.4 Rectification of faults:

- a. Faults in the equipment should be attended within 6 hours of reporting. The rectification time shall never exceed 24 hours.
- b. In case of delay of more than 24 hours, penalty will be imposed. Penalty for delay of one day is Rs.1,000/-. The cost shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

8.5 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. Tenders 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.

Scope of Work:

Sl. No.	Work	Description
1.	SITC of 64 Nos. 12 Volt, 75 AH, Sealed maintenance free batteries with fire retardant casing	<ul style="list-style-type: none"> • The work involves safe removal of existing batteries from Battery Bank - 2 of the 2 x 80 KVA UPS kept at the 1st floor of Administration building, RBSC after all necessary clearances obtained from Bank as well as UPS OEM. • Installation and commissioning of new batteries in the existing racks and interconnecting it with new jumper copper cable, i.e., Nyvin copper cable (No.4 - Minimum 21.5 sq.mm.) with proper brass type terminal connectors etc. • New Battery bank - 2 shall be created with new batteries and connected to respective UPS terminals and its termination works. • If any defect / fault / non-performance, etc., is reported, then contractor should provide the required on site replacement Warranty for minimum 3 years (36 months) from the virtual completion date. The vendor should coordinate with the Battery OEM for replacement during this period, if required. All labour, relevant testing, transportation, any other charges involved for replacement warranty period is under the scope of the contractor. • The contractor has to submit necessary test reports from the OEM of all supplied batteries (Serial number / batch number should be included). The report should mention that the supplied batteries are with fire retardant casing. • Supplied new batteries are to be numbered and stickered for easy identification at the formed new Battery Bank.

Section IX

Approved makes

The make of equipment shall be from among those mentioned below.

Batteries, all electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

- a) Panasonic
- b) Amaron (Amara Raja - Quanta)
- c) Exide



Reserve Bank Staff College
Estate Cell, Chennai

Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai.

Section IX - Schedule of Quantities (BOQ)

All works mentioned in the BOQ should be quoted as per the corresponding scope of work

(This is for illustrative purpose only and the Price Bid should not be submitted with Part I – Technical Bid. It should be submitted online in MSTC Portal)

Sl. No.	Description	Qty.	Unit
1.	Supply of “Sealed Maintenance Free (SMF) 12 V, 75 AH batteries with fire retardant (FR) casing” works include storage, handling, transportation upto the site, etc. Please refer to the detailed specifications given in Part - I of the tender. (Bidders are requested to quote rate inclusive of GST)	64	Nos.
2.	Installation, Testing and Commissioning of above sl.no.01 batteries to form Battery bank - 2 on existing rack and reconnecting to UPS circuit. Work includes connection of above new batteries with suitable rated “Multi stranded, annealed tinned copper conductor with 105-degree Celsius heat resistant, PVC Insulation with Nylon Braiding with Lacquer Coated Uninyvin Cables” and related all battery and cable termination works using suitable sized brass lugs, etc. Works shall also include removal of existing old batteries belongs to Battery Bank - 2 of the UPS, including all labour and handling charges, etc. (Bidders are requested to quote rate inclusive of GST)	01	Lump Sum
3.	Buyback amount of old 12 V, 75 AH, Sealed maintenance free batteries on as is where is basis from the site. (Bidders are requested to quote rate inclusive of GST)	64	Nos
	Net Amount (Sl.No.1 + Sl. No. 2 - Sl.No.3)		

Place:

Signature of the Contractor / Firm
along with seal

Date:

Annexure I - 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 Principal
Reserve Bank Staff College
No.359, Anna Salai
Teynampet
Chennai - 600 018

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR ____ (INR _____ only) furnishable to you by Messrs. _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for "Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai" as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

(B) 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/s 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.

1. 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.

2. 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 / their 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.
3. 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.
4. 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.
5. 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 / their behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

6. 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.
7. 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.
8. 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.
9. 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.
 - (i) 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.
 - (ii) 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.
 - (iii) This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 - (iv) 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.

- (v) 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.
- (vi) 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 / them 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 _____

Annexure II - Articles of Agreement-Proforma

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank Staff College, Chennai (hereafter called "Employer") of the _____ part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The Employer is desirous of carrying out the work of "Supply, Installation, Testing & Commissioning (SITC) of 64 Nos. Sealed Maintenance Free (SMF), Valve regulated Lead Acid batteries (12 V, 75 AH) having Fire retardant casing for Centralised UPS at Reserve Bank Staff College, Chennai" and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for complete work according to actual measured quantities at rates

contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.
7. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him / them or from tenth day after the day of issue of formal work order as provided for in the said Conditions, whichever is later and to complete the entire work within **60 days from the 10th day of work order (inclusive of the date of order)**, subject nevertheless to the extension of time in writing by such form (i.e., by way of a deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties.
9. All payments by the Employer under this Contract will be made only at Reserve Bank Staff College, Chennai.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
11. The contractor / agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its / their employee/s 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 of the complaint.
 - b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
 - c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.
 - d) The contractor shall be responsible for educating its / their employees about prevention of sexual harassment at workplace and related issues.
 - e) The contractor shall provide a complete and updated list of its / their employees who are deployed within the Bank's premises.

12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment's, etc., which may come to the possession or knowledge of the Contractor during the course of discharging its / their 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 / their 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.

13. The successful bidder shall at all times indemnify the Employer towards any loss / damage caused or any claim raised against the Employer by any party / third party consequent to the execution of the work. Any damage caused to the Bank's property while carrying out the work shall be made good as original by the bidder at his / their cost. The successful bidder shall be liable, in accordance with the Indian Laws and Regulations for any accident or damage incurred or claims raised against the Employer during the period of the work. The successful bidder shall also provide necessary CAR policy, Workmen's Compensation policy and third party liability insurance as may be necessary to cover risk and should ensure all safety measures during the execution of work. No extra payment would be made to the successful bidder on this account.

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

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its / their 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 / their

behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY THE
Reserve Bank Staff College by the hand of
Shri

(name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY
_____ in the presence

of

(1)

Address

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

(2)

Address

Witnesses

THE COMMON SEAL OF

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

(1)

(2)

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

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

(1)

(2)

SIGNED AND DELIVERED BY

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

The Contractor by the hand of
Shri

And duly constituted attorney.

Annexure III – Format for Power of Attorney

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application / Proposal and Documents**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for “(Name of work)

.....” including signing and submission of all documents and providing information / responses to Reserve Bank Staff College, representing us in all matters before the Reserve Bank Staff College and generally dealing with Reserve Bank Staff College in all matters in connection with our proposal for the said Project.

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

Note

Power of Attorney should be properly stamped and notarized.

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp / Seal of the Bidder

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

Annexure IV – Proforma of Bank Guarantee for EMD / Bid Security

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

**The Principal
Estate Cell
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai - 600 018**

Dear Sir,

Name of Work:

Ref: NIT / Advt. No.

Date:

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We _____(Name of the Bank) do hereby agree with and undertake to RBSC, their Successors, Assigns that in the event of the RBSC coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBSC, pay without demur to the RBSC, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBSC. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBSC on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBSC shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBSC within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBSC under this guarantee shall be independent of the agreement or agreements or other understandings between the RBSC and the Tenderer.

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

We hereby further agree that:

- a) Any forbearance or commission on the part of the RBSC in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the RBSC to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure

to do so, by payment by us of the sum not exceeding Rs. _____(Rupees _____ only).

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

Yours faithfully,

For and on behalf of _____

Bank.

Authorised Official (with seal)

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

Annexure V - CHECKLIST OF DOCUMENTS TO BE UPLOADED

Signed copies of the following documents (with appropriate stamp of the companies), as given below along with this checklist form needs to be scanned and uploaded in MSTC website:

Sl. No.	Documents to be uploaded	Uploaded (Yes / No)
1	Copy of Power of Attorney as per Annexure III (Original to be submitted by the successful tenderer to RBSC)	
2	Annexure VI - Basic Information	
3	Copy of certificate of Incorporation	
4	PAN Card	
5	Documents showing GST Registration number	
6	Address proof of registered local office	
7	Copies of Audited financial statement for turnover for last 3 Financial years, i.e., 2020-21, 2021-22, 2022-23 (File name eg: FS1, FS2, FS3)	
8	Annexure VII – Details of past experience, attach related documents (File name eg: PE1, PE2, etc.)	
9	Annexure VIII – Details of the work executed during the last five years to meet eligibility criteria	
10	Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed on or before August 31, 2018, for establishing the experience of minimum 5 years in the field of undertaking the work of SITC of Batteries (file name eg: WO1, WO2 etc. and CW1, CW2, etc.)	

11	<p>Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2, etc.) – As per the format of Annexure IX.</p> <ul style="list-style-type: none"> • In respect of Client certificates from Government Departments / Public sector Undertakings, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. • In respect of Client certificates from Departments other than Government Departments / Public sector Undertakings, TDS certificates matching with the payments related to the work executed shall also be enclosed along with Client certificate. 	
12	<p>Proof of remittance of Earnest Money Deposit / copy of Bank Guarantee in lieu of EMD as per Annexure - IV as applicable.</p> <p>If the tenderer is a Micro or Small Enterprise (MSE) then the tenderer shall submit copy of MSE Registration certificate and self-declaration of the firm stating that it is currently an MSE for availing of EMD exemption.</p>	
13	<p>Solvency Certificate of Rs. 7.01 Lakh / Banker's Certificate as per Annexure - X</p>	
14	<p>Details of service / maintenance setup in Chennai - In the format of Annexure - XI</p>	
15	<p>Details of Bankers as per Annexure - XII</p>	

NOTE: Format of Annexures mentioned above have been enclosed with the tender document. Bidders are advised to fill in the Annexures in the format as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.

The Reserve Bank Staff College shall evaluate the said reports before opening of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for

participating in the tendering process at any point of time and / or his / their performance reports received from his / their clients and / or his / their bankers are found unsatisfactory, the Bank reserves the right to reject his / their offer even after opening of Part - I of the tender. The Bank is not bound to assign any reason for doing so.

(Bidder's Signature) along with seal

Annexure VI – Basic Information

Sl. No.	Description	
1.	Name & Address of the Organisation / applicant	
2.	Type of Organisation - (Whether Proprietorship, Partnership / Pvt. Limited / Limited or Body Corporate or MSME registered firm, etc.) Please enclose related documents	
3.	Name of the Proprietor / Partners / Directors of the organization (a) (b) (c) (d)	
4.	Registration (firm, company, etc.) / Registration Authority, dated, Number, etc.	
5.	Experience in the respective field of work. Please, enclose documents in support thereof – minimum 05 Years as at end of 31 st August 2023	
6.	Yearly turnover of the firm / contractor for the last three financial years 2020-21, 2021-22, 2022-23 (copies of audited final accounts in support thereof to be uploaded)	
7.	PAN number (copy of PAN card should be uploaded)	
8.	GST Registration No. (Copy should be uploaded)	
9.	Registered office address, telephone / Mobile No. and e-mail id.	
10.	Whether having registered office at Chennai? If yes, mention the address of the local office (Copy of address proof for registered local office to be	

	uploaded)	
11.	Whether working with any of the Government / Semi-Government Undertaking/s as approved contractors and if so, furnish details	
12.	Qualification & Experience of the technical persons employed by the firm	
13.	Indicate if involved in any litigation	
14.	Any civil suits pending in any of the works executed. Give details	

Date:

Signature of the contractor / firm:

Place:

Annexure VII - Details of Minimum experience of 5 years

(Date of work order & completion should be before August 31, 2018)

Sl. No.	Name and address of the Client	No. of units supplied / installed	Value of the work (in. Rs.)	Date of start & and Date of completion	Reasons for delay, if any	Fax / email / phone number & contact person of the Client

(Attach sheet if required)

Signature of Tenderer with seal:

Date:

Annexure - VIII - Details of similar qualifying works executed during the last 5 years

(Work completed on or after September 01, 2018)

Sl. No.	Name and address of the Client	No. of units supplied / installed	Value of the work (in. Rs.)	Date of start and Date of completion	Completion period as per work order	Reasons for delay if any	Fax / Email / Phone number & contact person of the Client

(Attach TDS certificate in case of private companies)

Signature of Tenderer with seal:

Date:

Annexure – IX - Client’s certificate regarding performance of the contractor

Name & address of the Client

Details of Works executed by M/s. _____(Name of the Tenderer)

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer / Overseer during execution of work?

11	i)	Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / poor
	ii)	Amount of work paid on reduced rates, if any	
12	i)	Did the contractor go for arbitration?	
	a)	If yes, total amount of claim	
	b)	Total amount awarded	
13	Comments on the capabilities of the contractor		
	a)	Technical proficiency	Outstanding / Very Good / Good / Satisfactory / poor
	b)	Financial soundness	Outstanding / Very Good / Good / Satisfactory / poor
	c)	Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / poor
	d)	Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / poor
	e)	General behaviour	Outstanding / Very Good / Good / Satisfactory / poor

Note: **All columns should be filled in properly***

countersigned”

Reporting Officer* with Office seal

*Officer of the rank of executive engineer / Superintending Engineer or equivalent

Annexure – X - Form of Bankers' certificate from a Scheduled Bank

1. Composition of the firm (whether Partnership / Private Limited / Proprietorship / Public Limited)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Credit facility / Overdraft facility enjoyed by the firm.
4. Dealings
5. The period from which the firm has been banking with your bank.
6. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.7.01 lakh.

(Signature) For the Bank

Note:

- 1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

Annexure – XI - Details of Service / Maintenance Set up at the place of work

Sl. No.	Particulars of service Centre	Details
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	

Signature of the contractor with seal

Annexure XII - Details of Bankers

The details of our bankers in the following format are uploaded

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number	email ID
1	2	3	4	5	6

Seal of company / Signature

Name

Designation

Date