



**RESERVE BANK OF INDIA, GUWAHATI
ESTATE DEPARTMENT**

**Tender for Supply, Installation, Testing & Commissioning of SMF
batteries in FR casing for UPS systems of Bank's Main Office
Building in Guwahati**

Tender Notice

E-tender no. RBI/Guwahati/Estate/121/20-21/ET/179

Reserve Bank of India, Guwahati invites tenders for the above mentioned work.

The tender forms can be downloaded from <https://www.rbi.org.in> and <https://www.mstcecommerce.com>. Your tender, duly filled-in and e-signed, should be submitted by e-tendering only through <https://www.mstcecommerce.com> up to 14:00 hours on **November 09, 2020**.

1. **Estimated cost: - ₹ 7,00,000/-**
2. **Earnest Money: - ₹ 14,000/-**
3. **Event View date & time: - 05.10.2020 from 11:00 hours.**
4. **Date of pre-bid meeting: - From 11:00 hours to 14:00 hours on 12.10.2020.**
5. **Event start date & time: - 19.10.2020 at 11:00 hours.**
6. **Event close date & time: - 09.11.2020 at 14:00 hours.**
7. **TOE start time: - 09.11.2020 at 15:30 hours.**
8. **Time allowed for completion of the work: 03 months** from tenth day of issue of written order to commence the work.

Bank reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

G.M. (O-i-C)
Reserve Bank of India



**Reserve Bank of India
Estate Department
Guwahati**

Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati

e-Tender no	RBI/Guwahati/Estate/121/20-21/ET/179
Name of the tenderer	
Date and time of Pre-Bid Meeting	12 th October 2020 from 11:00 AM to 02:00 PM
Due date of submission of tender	09 th November 2020; on OR before 02:00 PM

**Reserve Bank of India
Estate Department
Guwahati**

Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati

The schedule of e-tender is as follows:

1. e-Tender No.	RBI/Guwahati/Estate/121/20-21/ET/179
2. Name of the Work:	"Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati"
3. Mode of Tender:	e-Procurement System (Part I – Techno- Commercial Bid and Part II - Financial Bid) through website https://www.mstcecommerce.com/eprochome/rbi/
4. Date of NIT available in MSTC portal for viewing of e-Tender	05 th October, 2020 at 11:00 a.m.
5. Date and venue of the Pre Bid Meeting (offline)	12 th October, 2020 from 11 a.m. to 02:00 p.m. Venue: - Estate Department, 4 th Floor, Main Office Building Reserve Bank of India, Guwahati, Assam – 781001.
6. Estimated cost of the work:	7,00,000/- (Rupees Seven Lakh Only)
7. Earnest Money Deposit (EMD)	14,000/- (Rupees Fourteen Thousand Only) in the form of NEFT/ Demand Draft/ Bank Guarantee as per Clause 6 of Section II of the tender to be submitted in person at Estate Department, 4 th Floor, Main Office Building Reserve Bank of India, Guwahati, Assam – 781001. However, all MSEs (Micro and Small Enterprises) participating in tendering process are exempted from payment of Earnest Money Deposit.
8. Last date of submission of DD/ Bank Guarantee for EMD	by 2:00 p.m. on/before 09 th November, 2020
9. Performance Bank Guarantee (PBG)	5 % of Contract amount.
10. Retention Money (Rs.) to be deducted from each RA bill/Final bill.	5% of the executed value from each RA bill/Final bill till total recovery amount becomes equal to the 5% of the final executed work value.

<p>11. Time allowed for completion of the works from tenth day from the date of written order to commence work.</p>	<p>3 months from 10th day of award of work</p>
<p>12. Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/epr/ochome/rbi</p>	<p>19th October, 2020 from 11:00 a.m.</p>
<p>13. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid</p>	<p>09th November, 2020 from 2:00 p.m.</p>
<p>14. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)</p>	<p>09th November, 2020 on 3:30 p.m.</p>
<p>15. Date & Time of opening of Part- II (i.e. Financial Bid)</p>	<p>Will be intimated to the eligible bidders.</p>
<p>16. Transaction fee</p>	<p>Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.</p>
<p>17. Tender fees for download from portal</p>	<p>Nil.</p>

Annexure-1: Important instructions for e-procurement

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of e-tendering

(A) Registration:-

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

SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>

(1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Click On RBI → 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. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprochome for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e-tender).

Contact person (MSTC): MSTC Technical Help Desk-0361-2221199

a. Mr. Rohit Khalkho, Mobile No. 9127754867 email:

mstchghy@mstcindia.co.in

b. Prashant Chitranjan, email : pchitranjan@mstcindia.co.in

c. Soukat Das, Mobile 9883727679, email: sdas@mstcindia.co.in

Contact Person (RBI):

a. Shri Bhaskar Phukan, Assistant Manager (Tech- Electrical), Mobile No: 9706039847, email:

bhaskarphukan@rbi.org.in

b. Shri Nagarjuna Ratnala, Assistant Manager (Tech- Electrical), Mobile No: 7838874055,

email: nratnala@rbi.org.in

(B) System Requirement:-

i) Windows 7 and above Operating System

ii) IE-9 and above Internet browser.

iii) Signing type digital signature

iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline)

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. 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.</p> <p>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.</p>
5.	All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see</p> <p>Website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <p>(a) Bidder(s) need to submit necessary EMD in person at Estate Department, Main Office Building, Reserve Bank of India, Guwahati-781001 to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p>

(b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

(c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu /Govt. depts. →RBI Vendor Login
→My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.

(d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

(e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.

(f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

(g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

(h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

(i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.

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

(k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

(l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

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

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

11. After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

12.	RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

E-Tender Notice
(Only through e-procurement portal)

Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati

1. E-Tender in two parts is invited for "Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati". The work is estimated to cost ₹ 7.0 lakh and is to be completed within 3 months from the 10th day of award of work.
2. Only OEM or its Authorized dealer with valid Authorization certificate having minimum 5 years of experience in the field of undertaking similar work "Supply, Installation, Testing and Commissioning (SITC) of SMF battery banks" for large office buildings / commercial premises / industrial houses and have successfully executed similar works of values:-
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
 - OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
 - OR
 - (c) One work costing not less than the amount equal to 80% of the estimated costduring last 5 years (ending July 2020) and have a minimum annual turnover of Rs. 7.0 lakh during the last 3 financial years and having a support set up in Guwahati will only be eligible to tender for the work.
3. The Tenderers should invariably furnish the following information/documents along with the tender documents so as to satisfy the Bank about their eligibility for participation in the e-Tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be uploaded.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them.
5. Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on 19th October, 2020. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is by **2:00 p.m. on 09th November, 2020**. Part I of the e-Tender will be opened on

09th November, 2020 at 3:30 p.m...Detailed guidelines on submission of the e-Tender by the firms have been mentioned in [Annexure-1](#) following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter., However, an EMD of ₹ **14,000/-** in the form of NEFT transfer NEFT (The bank details for NEFT are A/c Name: Reserve Bank of India, Guwahati; A/c Number: 8692299; IFS Code: RBIS0GWPA01 (Please read 5th and 10th character of IFSC Code as "Zero")), **or** a demand draft favoring Reserve Bank of India payable at Guwahati **or** an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form, needs to be submitted in person (if the EMD mode is other than NEFT) to Estate Dept. Reserve Bank of India, Estate Department, Main Office Building, Near Gandhi Bridge, Guwahati- 781001, before 2:00 p.m. on 09th November, 2020. Demand draft/Bank Guarantee should be submitted in sealed cover supercoiling EMD for tender of Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati.
7. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.
8. The applicants/tenderers have to upload the following documents on MSTC portal
 - a. Client's certificate as per format at [Annexure- V](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.
 - b. Banker's certificate as per format at [Annex -VI](#) from their banker/bankers.
9. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid of the e- Tenders. If any Tenderer is not found to possess the required eligibility for participating in the e-Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e- Tender. The Bank is not bound to assign any reason for doing so.
10. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders

without assigning any reason there for.

Place: Guwahati

Date:

Regional Director
Reserve Bank of India
Estate Department, Guwahati

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

Part I / Techno- commercial bid

Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati.

LAST DATE OF SUBMISSION: - up to 2.00 pm ON 09th November

Name of the Tenderer /Address _____

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Estate Department**Guwahati****SECTION –I: Form of Tender****[Scanned copy (in pdf format) of 'Form of Tender' page duly filled, to be uploaded with tender]**

The Regional Director
Reserve Bank of India
Estate Department
Guwahati

Dear Sir

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

MEMORENDUM

A	Description of works	Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati.
B	Estimated cost	₹7.0 lakh
C	Earnest Money	₹14,000/- (INR Fourteen Thousand only)
D	Retention Money	5% of the executed value from each RA bill/Final Bill till total recovery amount becomes equal to the 5% of the final executed work value.
E	Time allowed for completion of the work	3 months from tenth day of award of work

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure -III](#)).
3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have deposited a sum of Rs.14,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The tender submitted will be only through e-procurement.

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be uploaded in MSTC portal).

Witnesses

(1) Signature with
Name, address and date

(2) Signature with
Name, address and date

SECTION II: General Instructions to tenderer(s) & special conditions

Tenders for Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati. Only OEM or its Authorized dealer with valid Authorization certificate who have minimum 5 years' experience in the field of undertaking similar works for the office buildings/commercial premises/industrial houses and have, during the last 5 years (ending July 2020), executed successfully similar works individually costing as under:

(a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

(b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

(c) One work costing not less than the amount equal to 80% of the estimated cost

AND

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

AND

(e) Have a service set up in Guwahati for rendering after sales service.

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

- i. Copies of detailed work order indicating scope and value of works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the proforma
- iv. Financial statement for turnover for last 3 years
- v. Solvency Certificate (Banker's Certificate) as per [Annexure VI](#)

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

1. Pre-bid meeting

A pre-bid meeting will be held from 11.00 AM to 02 P.M. on 12th October 2020 at Estate Department, 4th floor, Main Office Building, Reserve Bank of India, Guwahati to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents.

2. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.

3. A tender submitted by a firm who is found to be not submitting the above details will liable to be rejected.

4. Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened as mentioned above at 3:30 PM of the same day, Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.

5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).

6. Earnest Money

The tenderers shall pay as Earnest Money a sum of Rs.14,000/- (Rupees Fourteen Thousand only) by NEFT or demand draft or Bank Guarantee in a form ([Annexure-III](#)) valid for 6 months, acceptable to the Bank in favour of Reserve Bank of India drawn on a scheduled bank along with Part I of the tender **or** through NEFT by 2.00 PM of, 09th November 2020. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate and submission of Bank Guarantee towards Security Deposit for Defects Liability Period (RMD). The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work.

7. Validity of tender

The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.

8. The rates quoted shall be inclusive of all duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

9. Completion of work

The entire work of supply, installation, testing and commissioning of the batteries shall be completed within a period of 3 months from the 10th day of date of issue of work order.

10. Damages for non-completion

If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

11. Service set-up

The tenderers shall indicate details of the service center in Guwahati along with contact numbers as per enclosed [annexure-VIII](#).

12. Site visit

Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed [Annexure IX](#) along with Part I of the tender.

13. Warranty/Defect Liability period

- a. The batteries supplied shall be guaranteed against all types of defects for a minimum period of 3 (three) year from the date of handing over. Any defects in the same, found within the warranty period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.
- b. During the warranty period, any fault in the batteries shall be rectified within 48 hours of receipt of intimation of the defect in the system. In addition to this, if the fault is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The amount spent shall be recovered from the security deposit held by the Bank.
- c. In case, the defective batteries are not replaced within 48 hours from the time of reporting of the fault in the batteries, by e-mail / telephonic calls/ text, penalty amounting to ₹ 500/- per day per Battery will be charged and the amount shall be recovered from the Retention Money Deposit.
- d. Testing and preventive maintenance of the battery banks should be carried out on a quarterly basis. A set of all service reports duly signed by Bank's Engineer shall be submitted at the end of defects liability period for release of Retention Money Deposit. A recovery of ₹1,000/- per quarter, from Retention Money Deposit, shall be made for every quarterly service missed/ not rendered.

14. Evaluation of tenders

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

15. Terms of payment

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

- (a) 60% of the quoted rate, on pro rata basis against delivery of all the equipment and material at site,
- (b) 35% of the quoted rate against installation, testing, commissioning the batteries and handing over the same to the Bank.
- (c) 5% on completion of defect liability period of 3 years from date of handing over. This amount is held as security deposit/ Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of batteries during warranty period. This amount may be returned to the firm on submission of BG ([Annexure - IV](#)) for equal amount.

16. Insurance

The contractor should submit Insurance, within 14 days from the date of award of works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI 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 fourteen days from award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., 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.

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

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs.2 lakh per accident.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

17. The payment for the system will be made by RBI, Guwahati. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Guwahati.

18. The contractors shall submit all technical details of the system along with the tender. The tenderers are requested to use the enclosed proforma only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender and upload it along with other documents forming a part of e-tender.

19. The tenderers shall give the names and postal addresses of their bankers, and bankers certificate as per proforma [Annexure-VI](#)

20. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them in [Annexure-I](#).

21. The tenderers are requested to fill in the enclosed proforma ([Appendix-II](#)) on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms

and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

22. Agreement

The successful tenderer shall execute an agreement with the Bank on stamped paper in the format in [Annexure II](#) enclosed within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract

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

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

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

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

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

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

action under the Contract.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

SECTION III: The Conditions Hereinbefore Referred To

Interpretation Clause		
1	In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.	
a	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
b	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(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 Buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
d	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
e	“Notice in Writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise

			proved to have been received) by registered post to the last known private or business address 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 Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
	g	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar 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 accounts shall be held to mean rates or prices so arrived at.
	h	“The Works”	Shall mean the Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank’s Main Office Building in Guwahati as provided herein.
	Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.		
Scope of Contract			
2	The work includes the supply, installation, testing and Commissioning of SMF batteries in FR casings as specified. 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 Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to :		
	a	The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.	
	b	Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.	

	c	The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
	d	The removal and/or re-execution of any works executed by the Contractor.
	e	The dismissal from the works of any persons employed thereupon.
	f	The opening up for inspection of any work covered up.
	g	The amending and making good of any defects under Clause 19 & 20 hereof.
		<p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.</p> <p>The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.</p>
3		The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4		The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
Authorities, Notices and Patents		
5		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 electric supply and other companies and/or authorities with whose systems, the installation 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

	<p>the Employer, 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 receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 26 thereof.</p> <p>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.</p> <p>The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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.</p>
Setting out of work	
6	<p>The Contractor shall set out the works and shall be reasonable 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 within a period of two year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.</p>
Materials and workmanship to conform the descriptions	
7	<p>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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.</p>
Contractor's superintendence and representative on the works	
8	<p>The Contractor shall give all necessary personal superintendence during the execution of the works, and as 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 at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.</p>
Dismissal of Workmen	
9	<p>The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct</p>

	himself and such persons shall not be again employed on the works, without the permission of the Employer.
Access to Works	
10	The Employer and their respective representatives shall at all reasonable times have free access to the works and/or 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 and their representatives necessary for inspection 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.
Bank's Engineer	
11	The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.
Assignments and Sub-lettings	
12	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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in

	accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.
Schedule of quantities	
13	<p>The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.</p> <p>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 16 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.</p>
Sufficiency of Schedule of Quantities	
14	<p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.</p>
Measurement of Works	
15	<p>The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.</p> <p>Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.</p>
Prices for extra etc. ascertainment of	
16	<p>The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing</p> <p>No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is</p>

	<p>herein referred to as authorised extra and shall be made in accordance with the following provisions.</p> <p>(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.</p> <p>(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.</p> <p>(b) The net prices of the original tender shall determine the value of the 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.</p> <p>(c) Where the extra works are not of similar character and/or executed 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 omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.</p> <p>(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.</p> <p>The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.</p>
Unfixed material when taken into account to be the property of the Employer	
17	<p>Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended 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</p>
Removal of improper work	
18	<p>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</p>

	<p>any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.</p>
Defects after virtual completion	
19	<p>Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 3 years after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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 as Security Deposit 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 material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses 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 provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.</p>
Certificate of Virtual Completion and Defect Liability Period	
20	<p>The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.</p>

Nominated Sub-Contractor	
21	<p>All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which 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 are 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 whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.</p> <p>(a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.</p> <p>(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.</p> <p>(c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same 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.</p>
Other persons employed by Employer	
22	<p>The Employer reserves the right to use the Estate and any portions 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 materials for the execution of such work. 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</p>
Insurance in respect of damage to person and property	
23	<p>The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other</p>

structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the

	<p>contractor.</p> <p>The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.</p> <p>The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.</p>
	<p>Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.</p>
Insurance	
24	<p>The contractor shall, within 14 days from the date of award of works, insure the works at his cost and keep them insure 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</p>

	<p>with the employer within twenty-one 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.</p>
Date of Commencement and Completion	
25	<p>The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.</p>
Damages for Non-completion	
26	<p>If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, 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 moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."</p>
Delay and Extension of Time	
27	<p>If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having</p>

	<p>received in due time, necessary instructions from the Employer for which he 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 exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.</p> <p>If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.</p> <p>Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.</p>
Failure of Contractor to comply with Employer's instructions	
28	<p>If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.</p>
Termination of Contract by the Employer	
29	<p>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 supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up,</p>

as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or

if the Contractor (whether an individual, firm 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 Contractor,

Or

shall assign or 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,

Or

if the Employer determine that the Contractor

(i) has abandoned the Contract, or

(ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

(iii) has failed to proceed with the works 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 after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

(v) has neglected or failed persistently to observe and perform all or any of the acts, matters 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 and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by

	<p>means of his own servants and workmen in carrying on and completing the works 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 surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the 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 the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.</p>
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Termination of Contract by the Contractor

<p>30</p>	<p>If 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.</p> <p>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 26 hereof.</p>
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Certificates and Payments

<p>31</p>	<p>The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he</p>
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	<p>may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.</p> <p>The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.</p> <p>The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.</p> <p>Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.</p>
Delayed Payment	
32	Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named 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 such sum ought to have been paid by the Employer until the payment.
Drawings, Schedule of Quantities & Agreement	
33	The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. The Contractor shall pay applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.
Work Sequence	

34	The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the date work order is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.
Contractor's use of Estate	
35	The site of the work is an occupied Bank's premises. Contractor's use of Estate shall be subject to following:- <ul style="list-style-type: none"> • Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions. • Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer. • Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate. • Move stored products which interfere with operations of building or the operations of other trades. • Obtain and pay for use of additional storage or work areas needed for operations.
Contractor to provide everything at his cost	
36	The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.
No disruption to normal office functions	
37	This project is to be executed in an existing occupied building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.
	If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants,

	<p>said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building etc. The Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.</p>
	<p>The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.</p>

Protection of work and property

<p>38</p>	<p>The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.</p>
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Settlement of dispute by arbitration

<p>39</p>	<p>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 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 Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party 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.</p> <p>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</p>
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	<p>been given as aforesaid.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.</p> <p>The venue of arbitration shall be place the centre/ city in which the work is being executed.</p>
Right of technical scrutiny of final bill	
40	<p>The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.</p>
Employer entitled to recover compensation paid to workmen	
41	<p>If, for any reason, the Employer is obliged, by virtue of the provision of</p>

	<p>the Workmen's Compensation Act 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.</p>
Abandonment of Works	
42	<p>If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer 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 might have derived from the execution of the whole works.</p>
Return of surplus materials	
43	<p>Notwithstanding anything contained to the contrary 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 purchases 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 Employer having due regard to the condition 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 the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.</p>
Right of Employer to terminate Contract in the event of death of Contractor, if individual	
44	<p>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.</p>
Accident Reports	

45	In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.
Progress of Work	
46	Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.
47	The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.
Non- Disclosure Clause	
48	<p>The contractor shall not disclose directly or indirectly any information, materials and of the Bank’s infrastructure/ system/equipments etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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 publish, or disclose ant 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.</p> <p>The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>The contractor’s obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
Prevention of Sexual Harassment of women at work places:	
49	<p>The Firm shall be solely responsible for full compliance with the provision of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”</p> <p>a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints</p>

	<p>Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.</p> <p>d. The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p>
Errors, Omission and Descriptions:	
50	<p>(a) Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.</p> <p>(b) In case of any discrepancy in rate quoted and amount of the item, the tender shall be evaluated as follow:</p> <p>(i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.</p> <p>(ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.</p> <p>(iii) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.</p> <p>(c) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.</p> <p>(d) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Employer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.</p>
Adherence to provisions of various Statutes/Laws:	
51	<p>a. The Firm shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statues that may be applicable to them and</p>

	<p>rules made there under.</p> <p>b. The Firm will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the labourers engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.</p> <p>Bank entitled to recover compensation paid to workmen: If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the firm in execution of the works, the Bank shall be entitled to recover from the Firm the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Firm under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Firm and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.</p>
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APPENDIX HEREIN REFERRED TO

1.	Defects liability Period	3 years from the date of virtual completion.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10th day from the date of award letter.
4.	Period of completion	3 months from the 10th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract amount per week subject to a maximum of 10% of the work value.
6.	Interest for delayed payment	3 percent per annum
7.	Retention Money	5 % of the work value
8.	Period for honoring certificates	One month for interim bills and 3 months for final bill.

Place
Date

Seal & signature of Contractor

Commercial Check List

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

Sr. No.	Description	Bank's Requirements	Confirmation (Yes/ No)
1	Validity of tender	90 days from opening of e-Tender part-I	
2	Earnest Money Deposit (EMD)	₹ 14,000/- (Rupees Fourteen Thousand only) as DD / BG (as per Annexure-III) / NEFT in favour of Reserve Bank of India to be delivered in physical form (DD/BG in original form) at Estate Department, Reserve Bank of India, Guwahati on or before 14.00 hrs on 09 th November, 2020 No interest shall be payable on EMD.	
3	Prices	Shall remain firm for the entire period of contract	
4	Completion Period	3 months from the 10th day of the date of issue of work order.	
5	Liquidated damages for delay in completion of work	0.25% of the contract amount per week subject to maximum of 10% of work value.	
6	Warranty period	3 years after the date of virtual completion.	
7	Penalty during warranty to be deducted from security deposit (RMD)	The supplied batteries shall be warranted for 3 years from the date of installation. During the warranty period the faulty batteries shall be replaced by the Tenderer within 48 hours after lodging the complaint over telephone /email/fax/ text. There will be a penalty of Rs.500/- per day per battery, if the defective battery is not rectified within the period of 48 hours after lodging the complaint by telephone, email, letter etc. as stated above. Also, an amount of ₹1,000/- per quarter shall be deducted from the security deposit for not rendering	

		preventive maintenance and battery bank testing services.	
8	Terms of payment	As per Clause 15 of the Section II- General instructions.	
9	Insurance	Shall include for Contractor All Risk Policy including storage, erection, testing and commissioning etc.	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IV: Safety Code

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

FIRE SAFETY

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

SECTION V: Technical Specifications

Tenders for Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati

The Bank wants Supply and Installation of 12 V SMF batteries of various ampacity ratings having fire retardant casing to the UPS system of the Bank. The work involves removing the existing batteries, installing new batteries in their place and take away the old batteries on quoted rates. In addition to supply and installation of battery the work also involves battery health checking by discharging the batteries every quarter, Impedance testing on half yearly interval and actual load testing of the batteries in the 6th, 12th, 18th & 24th month starting from month of installation of batteries and replacement of the faulty batteries free of cost during first three years i.e. firm has to provide three years warrantee for batteries. The firm has to also provide testing services of the battery in 30th and 36th month without any cost to the bank. The scope of work includes performance bank guarantee of relevant amount as specified in the Tender. The Tenderer shall submit test certificates from the OEM regarding fire retardant casing for SMF batteries. The whole work will be supervised by Manager (Tech- Electrical) /Assistant Manager (Tech- Electrical)/ Junior Engineer (Electrical).

Approved Make: (i) Amaron Quanta; (ii) Panasonic; (iii) Exide

Section VI: Unpriced Schedule of Quantity

Tenders for Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati

Sr. No.	Description of Item	Qty	Unit
1	<p>Supply and handling approved make Sealed Maintenance free (SMF) 12V Lead acid Batteries (with minimum three years onsite warranty for replacement of faulty batteries) having Fire retardant casing for Bank's UPS at following locations: (Rates inclusive of GST, as applicable)</p> <p>Approved Make: (i) Amaron Quanta; (ii) Panasonic; (iii) Exide</p>		
a	12 V, 120 Ah SMF batteries for UPS room (4 th floor) in Bank's Main Office Building (Rate inclusive of GST, as applicable)	80	Nos.
2	Charges for Dismantling of old batteries in Bank's Main Office Building and Installation of new batteries in existing batteries cubical, interconnecting them with suitable size new jumper cable (copper), terminal connectors, nut bolts, rack. (Rates inclusive of GST as applicable). Work includes supplying of new jumper cables with copper thimbles / terminal connectors, nut bolts etc.	1	Job
3	<p>Buyback for taking away old batteries, old jumper cables with connectors from their respective original locations, details of which are as under: (Rates inclusive of GST but exclusive of TCS).</p>		
a	Panasonic make 12 V, 120 Ah batteries. Location: 4 th floor UPS room, Main Office Building (Rates inclusive of GST but exclusive of TCS).	80	Nos.

PROFORMA FOR LIST OF CLIENTS

(To whom works of similar scope each qualifying minimum eligibility criteria have been completed in the last 5 years.

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

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name, Address, fax and telephone numbers			
2	Project name, location and address			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/Consultant, if so, details			

(Add more columns in case of more than 3 clients)

ARTICLES OF AGREEMENT

[Not to be uploaded but to be submitted by successful tenderer upon award of work]

(On the Rs.100/- stamp paper)

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

WHEREAS The Bank is desirous to carry out **"Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati"** and has caused specifications describing the works to be one.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS –

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

- 3 The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
- 4 The specification, penalty clauses, agreement and documents mentioned herein shall form the basis of this Contract.
- 5.1 This Contract is deemed to be - **“Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank’s Main Office Building in Guwahati.**
- 5.2 **Replacing the faulty batteries for 3 years after handing over the system and carry battery discharging test on actual load as per schedule mentioned in the Tender.**
- 6 The Tenderer shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.
- 7 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 8 Time shall be considered as the important factor of this Contract and the Tenderer hereby agrees to commence the work from the 10th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 3 months subject nevertheless to the provisions for the extension of time.
- 9 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Guwahati
- 10 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Guwahati and only courts in Guwahati shall have jurisdiction to determine the same.
- 11 The several parts of this Contract have been read by the Tenderer and fully understood by the Tenderer.

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If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

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

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

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

[Original Document needs to be submitted before the Due Date of Submission of Tender, if this EMD payment method is opted]

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

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

WHEREAS _____ (tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR 14,000/- (Fourteen Thousand only) in connection with for Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No ____ of Section II of Instructions to e-Tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above tender made by the tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR 14,000/- (Fourteen Thousand only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the tenderer is bound to deposit with the Bank by way of earnest money in connection with his tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the for Supply,

Installation, testing & commissioning of SMF batteries in FR/FL casing for UPS systems of Bank's Main Office Building in Guwahati. The Banks' decision in this regard shall be final and binding.

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

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to 14,000/- (Fourteen Thousand only)

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

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

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

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

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

SIGNED AND DELIVERED
For and on behalf of above-named Bank.
Seal)

For and on behalf of
(Banker's Name and
Seal)

Branch Manager
(Banker's seal)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

[Not to be uploaded with the tender, but submitted on award of work]

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

No. _____

Date

To
Regional Director
Reserve Bank of India
Estate Department
Guwahati

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 of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to

which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees

heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

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

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of
(Banker's Name & Seal)

BRANCH MANAGER
(Banker's Seal)

Address _____

CLIENT'S CERTIFICATE & PERFORMANCE OF CONTRACTOR

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

Name & address of the Client

Details of Works executed by Shri /M/s

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

c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e) General behaviour	Outstanding/Very Good/ Good/Satisfactory/poor

Note : All columns should be filled in properly countersigned

FORMAT OF BANKERS' CERTIFICATE

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

Sr. No.	Description	Details	
1	Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited)		
2	Name of the Proprietor/ Partners/ Directors of the firm		
3	Turnover of the firm for the last 3 financial years (year wise)		
		2019-20	
		2018-19	
		2017-18	
4	Credit facility/ Overdraft facility enjoyed by the firm		
5	Dealings		
6	The period from which the firm has been banking with your bank		
7	Any other remarks		
8	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 ₹7.0 lakhs.		

(Signature)
For the Bank

Note:

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

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

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

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Supply, Installation, Testing & Commissioning of SMF batteries in FR casing for UPS systems of Bank's Main Office Building in Guwahati, including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI 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).

DETAILS OF OFFERED MAKE AND SERVICE SET UP OF THE FIRM

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

Accepted the specifications and agreed to carry out the work as specified in Section V of the tender. The details of battery opted for supply is as given below:

a	Make Offered by the contractor	
b	Model No	
c	Capacity	120 AH
Details of Service Setup in Guwahati		
A	Address	
B	Telephone numbers	
C	FAX numbers	
D	Email address	
E	Contact person (name and Mobile No)	

1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Guwahati will be offered.
2. Please attach additional sheet wherever required.

Seal and Signature of the contractor

**UNDERTAKING REGARDING SITE VISIT BY THE TENDERER IN ORDER
TO UNDERSTAND THE WORK**

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

To
Regional Director
Reserve Bank of India
Estate Department
Guwahati

Dear Sir,

“Supply, Installation, testing & commissioning of SMF batteries in FR casing for UPS systems of Bank’s Main Office Building in Guwahati.”

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We are ready to remove and take away the existing system and further ready to provide service support for the new system.

Date: _____ (Name and address of the company with Company Seal)



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

PART II / PRICE BID

**Supply, Installation, Testing & Commissioning of SMF batteries in
FR casing for UPS systems of Bank's Main Office Building in
Guwahati**

e-Tender no	RBI/Guwahati/Estate/121/20-21/ET/179
Name & Address of the tenderer	

Part II- BILL OF QUANTITY

Sr. No.	Description of Item	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	<p>Supply and handling approved make (Panasonic/ Amaron Quanta/ Rocket) Sealed Maintenance free (SMF) 12V Lead acid Batteries (with minimum three years onsite warranty for replacement of faulty batteries) having Fire retardant casing for Bank's UPS at following locations:</p> <p>Approved Make: (i) Amaron Quanta; (ii) Panasonic; (iii) Exide</p>				
a	12 V, 120 Ah SMF batteries for UPS room (4th floor) in Bank's Main Office Building (Rate inclusive of GST, as applicable).	80	Nos.		
Total amount in words for items in Sr. No. 1 (in Rs.):					
2	Charges for Dismantling of old batteries in Bank's Main Office Building and Installation of new batteries in existing batteries cubical, interconnecting them with suitable size new jumper cable (copper), terminal connectors, nut bolts, rack. (Rates inclusive of GST as applicable). Work includes supplying of new jumper cables with copper thimbles / terminal connectors, nut bolts etc.	1	Job		
Total amount in words for items in Sr. No. 2 (in Rs.):					
3	Buyback for taking away old batteries, old jumper cables with connectors from their respective original locations, details of which are as under: (Rates inclusive of GST but exclusive of TCS).				
a	Panasonic make 12 V, 120AH Ah batteries. Location: 4 th floor UPS room, Main Office Building(Rates inclusive of GST but exclusive of TCS)	80	Nos.		
Total amount in words for items in Sr. No. 3 (in Rs.):					
Net Cost (inclusive of GST) = (1) + (2) - (3)					
Net Cost (in words, inclusive of GST) Rupees					only