



**भारतीय रिज़र्व बैंक
मानव संसाधन प्रबंध विभाग
आइज़ोल**

निविदा आमंत्रण सूचना

भारतीय रिज़र्व बैंक, आइज़ोल में ध्वनिक बाड़े के साथ 62.5 केवीए डीजल जेनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<https://mstcecommerce.com/eprocn/>) के माध्यम से की जाएगी। निविदा अनुसूची निम्नवत है:

निविदा अनुसूची (एसओटी)

a. ई-निविदा का नाम	भारतीय रिज़र्व बैंक, आइज़ोल में ध्वनिक बाड़े के साथ 62.5 केवीए डीजल जेनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग
b. ई-निविदा सं:	RBI/AIZAWL/HRMD/1/24-25/ET/124
c. अनुमानित लागत	₹9.50 लाख (जीएसटी सहित)
d. निविदा पद्धति	ई-खरीद प्रणाली ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली (www.mstcecommerce.com/eprocn/) के माध्यम से
e. एनआईटी की तिथि पार्टियों के डाउनलोड करने हेतु उपलब्ध	जुलाई 15, 2024 अपराह्न 2:00 बजे से
f. बोली-पूर्व बैठक (ऑफ लाइन)	आरबीआई, आइज़ोल के सम्मेलन कक्ष में दिनांक अगस्त 12, 2024 को पूर्वह्न 11:00 बजे से
g. बयाना जमा राशि	₹19,000/- एनईएफटी अंतरण के माध्यम से जमा किया जाना चाहिए खाता संख्या- 186003001 IFSC – RBIS0AZPA01 (IFS कोड में पाँचवाँ और दसवाँ अंक शून्य है) अथवा किसी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी के रूप में बैंक के मानक प्रोफार्मा में जो निविदा-फॉर्म में उपलब्ध है, के साथ प्रथम तल, भारतीय रिज़र्व बैंक, घर सं टी -30, वीजेड . बिल्डिंग थाकथिहङ्ग वेंग, आइज़ोल –796005 में जमा करना होगा। दिनांक अगस्त 26, 2024 अपराह्न 2:00 बजे तक उद्यम पंजीकरण संख्या (उद्योग आधार ज्ञापन संख्या) वाले सूक्ष्म और लघु उद्यमों (एमएसई) को, यद्यपि वह किसी भी श्रेणी का हो, बयाना जमा राशि की आवश्यकता से छूट दी जाएगी।

h. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए www.mstcecommerce.com/eprocn/ पर ई-निविदा शुरू होने की तिथि	दिनांक जुलाई 15, 2024 को अपराह्न 2:00 बजे से
i. ईएमडी जमा करने की अंतिम तिथि	दिनांक अगस्त 26, 2024 को अपराह्न 2:00 बजे तक
j. तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	दिनांक अगस्त 26, 2024 को अपराह्न 2:00 बजे तक
k. ई-निविदा के भाग I के खुलने की तिथि और समय	दिनांक अगस्त 26, 2024 को अपराह्न 3:00 बजे
l. भाग-II (वित्तीय बोली) खोलने की तिथि और समय	वित्तीय बोली खोलने की सूचना अलग से दी जाएगी।
m. लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से या मेसर्स एमएसटीसी लिमिटेड द्वारा सूचना के अनुसार भुगतान किया जाना है।

आवेदन करने के इच्छुक आवेदकों को अपनी अपेक्षित पात्रता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत कर बैंक को संतुष्ट करना होगा, तथा ऐसा करने में असफल रहने की स्थिति में बैंक के समक्ष उनकी उम्मीदवारी को अस्वीकार करने का अधिकार होगा।

बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है तथा किसी भी निविदा को पूर्णतः या आंशिक रूप से स्वीकार करने का अधिकार रखता है तथा बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार रखता है।

यदि इस निविदा के संबंध में भविष्य में कोई संशोधन/शुद्धिपत्र जारी किया जाएगा तो उसे केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर ही जारी किया जाएगा।

**महाप्रबंधक और प्रभारी अधिकारी
भारतीय रिज़र्व बैंक, आइज़ोल**



**Reserve Bank of India
Human Resource Management Department
Aizawl**

NOTICE INVITING TENDER

Reserve Bank of India invites e-Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://mstcecommerce.com/eproc/>). The Schedule of e-Tender is as follows:

SCHEDULE OF TENDER (SOT)

a. e-Tender Name	Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl
b. e-Tender no	RBI/AIZAWL/HRMD/1/24-25/ET/124
c. Estimated Cost	₹9.50 lakh (Including GST)
d. Mode of Tender	e-Procurement System Online Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eproc/)
e. Date of NIT available to parties to download	2:00 PM onwards on July 15, 2024
f. Pre-Bid meeting (offline)	11:00 AM onwards on August 12, 2024 at Conference Room, RBI Aizawl
g. Earnest Money Deposit	₹19,000/- should be submitted through NEFT transfer A/C No- 186003001 IFSC – RBIS0AZPA01 (Fifth and tenth digits in IFS code are zero) Or in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard proforma which is available in the tender-form at 1 st floor, Reserve Bank of India, Aizawl. House No. T-30, VZ building, Thakthing Veng, Aizawl - 796005 before 2:00 PM on August 26, 2024 The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit

h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc/	2 PM onwards on July 15, 2024.
i. Last date of submission of EMD	August 26, 2024 up to 2 PM
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	August 26, 2024 up to 2 PM
k. Date & time of Opening of Part I of e-Tender	August 26, 2024 at 3 PM
l. Date & Time of opening of Part-II (Financial Bid)	Opening of Financial Bid shall be intimated separately.
m. Transaction Fee	To be paid through MSTC Payment Gateway/ NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

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

Amendment/ corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC Website as given above.

**General Manager & Officer-in-charge
Reserve Bank of India, Aizawl**



Human Resource Management Department
Aizawl

E-Tender No. RBI/AIZAWL/HRMD/1/24-25/ET/124

For

Tender for Supply, Installation, Testing, and Commissioning of one no. 62.5 Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl

Part I

Name of the tenderer _____

Address _____

Last date of submission of EMD:	August 26, 2024 up to 2 PM
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid:	August 26, 2024 up to 2 PM
Date & time of opening of Part-I (i.e., Techno-Commercial Bid):	August 26, 2024 at 3 PM

Important instructions for E-procurement

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

1 Process of e-Tender :

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID
HAVE TO BE SUBMITTED ON-LINE AT <https://mstcecommerce.com/eproc/>

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).

Contact person (RBI, Aizawl):

1. Shri Navin K. Adarsh, Deputy General Manager -
2. Shri Lalrosiama Ngaihte, Manager

Contact person (MSTC Ltd):

Name	E-Mail ID	Landline No.	Mobile No.
Shri Prashant Chitranjan	pchitranjan@mstcindia.co.in	0361-2221199	+91 8592888286
	ghyopn1@mstcindia.in		
	ghyopn2@mstcindia.in		
	helpdeskghy@mstcindia.in		
	bmghymstc@mstcindia.in		

MSTC central helpdesk no: 033-23400020/23400021/23400022

Email: helpdesk@mstcindia.co.in

2**B) System Requirement:****If MSTC portal opened in Internet explorer**

- i) Windows 7 or above Operating System.
- ii) IE-9 and above Internet browser. Latest Java Version (JRE- Windows X86 offline) software to be downloaded and installed in the system.

System settings

- a) Pop-up blocker to be turned off – System path is: Tools → Pop-up blocker → Turn off Pop-up Blocker
- b) Java plugin is to be **enabled**- System path is: Tools → Manage add-ons → Under "Tool bars and extensions" check if Java plug-in are enabled or not. If not enabled, click on each option under "Oracle America, Inc." and at the bottom u will find an option to enable them.
- c) Under Compatibility view settings add "www.mstcecommerce.com". Compatibility view settings can be seen under "Tools".
- d) In the path: Tools → Internet Options → in "General" Tab, click "settings" and choose option "Every time I visit the webpage".
- e) In the path: Tools → Internet Options → in "General" Tab, click "Delete" option and window by name "Delete Browsing History" pops up. In this window, mark the following check boxes
 - Preserve Favourites website data
 - Temporary Internet files and website files
 - Cookies and website data
 - History
 - Download History
 And click on delete.
- f) In the path: Tools → Internet Options → in "Security" Tab, select Internet → Uncheck the Enable protected mode → click on custom level → Enable 1) all the ActiveX Controls and plug-ins 2) Access data source across domains 3) Allow status bar for updates via script 4) Scripting of JAVA applets. Select Disable for 'Use Pop up Blocker' and click 'OK'.
- g) In the path: Tools → Internet Options → in "Security" Tab, select Trusted sites, then click 'Sites'. Here, please add "<https://www.mstcecommerce.com>" by clicking button 'Add'. Please ensure the check box 'Require server verification (https:) for all sites in this zone' is unchecked. After, please close the box. Further, the 'Enable Protected Mode' has to be unchecked.
- h) In the path: Tools → Internet Options → in "Security" Tab, select Trusted sites → click custom level → enable 1) all the ActiveX Controls and plug-ins 2) Allow status bar for updates via script 3) Scripting of JAVA applets. Select Disable for 'Use Pop up Blocker'.

Once above settings are done, please click on 'Apply' followed by 'Ok' and close the browser.

JAVA DOWNLOAD AND SETTINGS

- a) Click on 'JAVA Download' link in "<https://www.mstcecommerce.com/eproc/>" and download 'Windows X86 Offline' file of latest JRE.
- b) Open the 'Control Panel' of your system and make sure the display is viewed by 'Large Icons'.
- c) Click on 'JAVA(32 bit)'. Click on the tab 'Security'. Please ensure the JAVA content is enabled for browser by checking the box. The security level for the application to be kept 'High'. Add the website <https://www.mstcecommerce.com> by clicking on 'Add' and enter the URL in the location box. Once website is added, close the box. Next, go to 'Advanced'

tab and choose Java console as 'Show console'. Under advanced security settings, enable the check box for all TLS and uncheck the SSL 2.0

If MSTC portal opened in Edge

Below settings are specific to computers using Windows 10 and 11, with default Browser as Microsoft Edge.

Settings required:

1. Windows Version check
2. Java check. Download and Settings.
3. Adding of Trusted Site
4. Settings in Edge.

Once all above mentioned 4 settings are done, you will be able to access MSTC e-Portal without any issue.

Details of Each setting is as below:

1. Windows Version check: The computer must have latest version of Windows 10 or 11. This can be checked by going to settings menu in Windows bar→In settings, please navigate to Update and Security Tab→In the Windows update menu please ensure that no updates are pending and latest version of windows in Installed. In case of any pending updates, please download and install them.

2. Java check: Java 32 Bit Version must be installed on the system.

a. To check if the computer already has Java installed, please go to Windows menu and search for Java, if Java is installed the Option to Configure Java will be visible.

b. If it is not visible, then open any search engine and search for Java 32 Bit download. Then open the link from www.java.com. On the page that opens, find Windows offline version and download the same. Please do not download the 64 bit system (even if your system is 64 bit, as the application requirement is 32 bit Java. If a system has both 32-bit Java and 64 bit installed, that will also work).

c. Once this is downloaded, please install it. Once installed, open Configure Java Menu, by going to Windows menu and search for Java. Click on configure Java to open it.

d. In the Configure Java menu (as shown below), click on the Security Tab. In the security Tab:

i. Ensure that Enable Java Content for Browser is ticked.

ii. Ensure that Security Level is set to High

iii. In the exception site list, the MSTC website <https://www.mstcecommerce.com> has been added.

e. Next Click on the advanced tab and do the following settings:

i. Java Console: Show Console

ii. Shortcut creation: Always Allow

iii. JNLP File/MIME Association: Always Allow

iv. Application Installation: Install if Hinted

v. Execution Environment Security Settings: Tick all boxes

vi. Mixed code (sandboxed vs. trusted) security verification: Disable Verification

- vii. Perform signed code certificate revocation checks on: Do not Check
- viii. Perform TLS certificate revocation checks on: Do not Check
- ix. Advanced Security Settings: All allow, except “Enable the operating system’s restricted environment”.

f. Click on Apply button and then click on ‘OK’ to close the Java window.

3.Adding of Trusted Site:

- a. Please go to Windows menu and search for Control Panel. Click Control Panel to open it.
- b. In the Control panel, use the search pane on the right side, to search for Internet Options.
- c. Open Internet Options and click on General Tab
- d. In the section for Browsing History click on Settings tab and select “Every time I visit the webpage”. Click on Ok
- e. Then open the Security Tab and click on Trusted Sites. This will enable the Sites Button:
- f. Click on the sites button as add <https://www.mstcecommerce.com> to Trusted Sites list. After adding click on Close button
- g. While the Trusted Site zone is selected, click on Custom Level, so that security settings for Trusted sites can be updated
- h. In the Security Settings window Scroll down to ActiveX Controls and plugins. Here select the following options
 - i. Allow Active X filtering: Disable
 - ii. Allow previously unused Active X controls to run without Prompt: Enable
 - iii. Allow Scriptlets: Enable
 - iv. Allow Prompting for Active X controls: Enable
 - v. Binary and Script behavior: Enable
 - vi. Display video and animation on webpage: Enable
 - vii. Download Signed Active X controls: Enable
 - viii. Download Unsigned Active X controls: Enable
 - ix. Initialize and script Active X controls not marked as safe for script: Enable
 - x. Only Allow approved domains to use Active X without Prompt: Enable
 - xi. Run Active X Controls and plugins: Enable
 - xii. Run Antimalware software on Active X controls: Disable
 - xiii. Script Active X controls marked safe for scripting: Enable
- i. In the same screen, scroll down to Miscellaneous and specifically change the following settings (do not change any other settings on this page):
 - i. Access Data Sources across Domains: Enable
 - ii. Display Mixed Content: Enable
 - iii. Include Local Directory Path when uploading files to Server: Enable
 - iv. Launching applications and unsafe files: Enable
 - v. Launching Programs and files in IFRAME: Enable
 - vi. Navigate windows and frames across different domains: Enable

- vii. Use Pop up blocker: Disable
- viii. Use Windows Defender SmartScreen: Disable

Press Ok to Close window.

j. Press Apply to apply these settings and Ok to close window.

4.Settings in Edge:

- a. Open Edge Browser
- b. Click on tools on the right hand side and select 'Settings' button
- c. In the settings menu click on Default Browser
- d. In the page that opens, select Let Internet Explorer open sites in Microsoft Edge as Always
- e. In the next section, i.e. Allow sites to be reloaded in Internet Explorer mode as Allow
- f. Open a new Tab and open MSTC e-Bidding Site. After the site has been opened, click on settings menu on the right side and click on the button reload in Internet Explorer mode
- g. The page will reload and pop up will open to open this page in Internet Explorer mode next time. This will ensure that the page auto loads in Internet Explorer mode from the next time. This pop up can also be opened by clicking on "e" button on the left side of URL.

You may note that if a new page is opened in Edge, it will be required to be reloaded in Internet Explorer mode once again and added to the pop up (as shown above) so that it auto loads in Internet Explorer mode subsequently.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "**Transaction Fee Payment**" link in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor may choose their preferred mode of payment and remit the transaction fee to MSTC. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid. Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

Bidding in e-Tender:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the
- d) 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'. After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.

	<p>e) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.</p> <p>f) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in schedule of tender.</p> <p>h) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.</p> <p>i) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.</p> <p>j) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.</p> <p>k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.</p>
<u>3</u>	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
	<u>No deviation to the technical and commercial terms & conditions are allowed.</u>
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com to familiarize them with the system before bidding.

DISCLAIMER

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

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

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Section I

Commercial Terms and Conditions

Form of Tender

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 and 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 memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and conditions of Contract and with such materials as are provided for by us, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set, with acoustic enclosure, AMF panel at Reserve Bank of India, Aizawl
(b)	Estimated cost	:	Rs. 9.50 lakh (inclusive of GST)
(c)	Earnest Money	:	Rs. 19,000/- (The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit)
(d)	Time allowed for completion of the work from tenth day after the date of work.	:	60 Days

2. Should this tender be accepted, we hereby agree to abide by and fulfil the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. We have deposited a sum of Rs. 19,000/- as earnest money with the Reserve Bank of India, Aizawl 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, Aizawl.

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

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

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)

Section II

General instructions to tenderer(s) & Special Conditions Part I - Commercial Conditions

E-Tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work of **'Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set, with acoustic enclosure at Reserve Bank of India, Aizawl.** E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 2 PM on August 26, 2024.**

2. Eligibility criteria:

- A.** The tenderer must be either an Original Equipment Manufacturer (OEM) of the offered DG set or must be an Authorised dealer / representative of the OEM of the offered DG set. Necessary valid documents in support of the above shall be submitted along with tender Part-I. The tenderer shall submit the applicable document as [Annexure XI](#).
- B. Experience prior to five years:** - The tenderer must have experience of minimum 5 years' in the field of undertaking the work of Supply, Installation, Testing and Commissioning of DG Set. *For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s, issued on or before June 30, 2019. and also copy of the respective completion certificate.*
- C. Qualifying Works:-** The tenderer must have successfully executed "similar works" during last 5 years, (i.e.; works completed on or after July 01, 2019) individually costing as under:
- (a) Three works each costing not less than 40% of estimated cost.
- OR**
- (b) Two works each costing not less than 50% of estimated cost.
- OR**
- (c) One work costing not less than 80% of estimated cost.

Note: Similar work means 'Supply, Installation, Testing and Commissioning of DG Set (62.5 kVA or higher rating) and associated works for the office buildings/commercial premises/industrial houses

(For establishing the above, the tenderer should submit copy/ies of work order/s for such similar work/s, issued on or after July 01, 2019) and also copy/ies of the respective completion certificate/s)

AND

- D.** Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2021-22, 2022-23 and 2023-24) supported by audited financial statements.

AND

- E.** Have a service set up in Aizawl for rendering after sales service.

Note:

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

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

- i. **Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s, completed on or before June 30, 2019, for establishing prior experience before five years (file name eg: WO1, WO2 etc.)**
- ii. **Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed on or after July 01, 2019, for establishing the qualifying works executed by the tenderer during last five years (file name eg: WO1, WO2 etc.),**
- iii. **List of completed works with all the details (File name eg: CW1, CW2 etc.)- In the format of [Annexure I](#).**
- iv. **Profile of the tenderer in the prescribed format.**
- v. **Copy of Certificate of Incorporation**
- vi. **Copy of GST Registration**
- vii. **Details of Bankers as per [Annexure IX](#)**
- viii. **Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2 etc.) – As per the format of [Annexure II](#)**
- ix. **Proof of remittance of EMD/ copy of Bank Guarantee In Lieu Of Earnest Money Deposit as per [Annexure III](#)**
- x. **Banker's Certificate as per [Annexure VI](#)**
- xi. **Copies of Audited financial statement for turnover for last 3 years, i.e., (2021-22, 2022-23 and 2023-24) (File name eg: FS1, FS2 etc.)**
- xii. **Details of service setup in Aizawl/ - In the format of [Annexure VII](#)**
- xiii. **Details of technical deviations proposed, if any. – As per [Annexure VIII](#)**
- xiv. **The particulars/Catalogues and the names of manufacturers of specified item.**
- xv. **Copy of Power of Attorney as per [Annexure X](#) (Original to be submitted by the successful tenderer to Bank)**

- xvi. **Technical details of proposed system as per Section IX**
- xvii. **Authorisation letter from Original Equipment Manufacturer (OEM) of the offered DG set as per [annexure XI \(part A\)](#) or Declaration of being an OEM for the offered DG set as per [annexure XI \(part B\)](#)**
- xviii. **Any other information relevant to the proposed work**

Note 1:- (Regarding client certificate):

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

Note 2:- The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

6. Non-submission of the above documents may lead to disqualification of the tenderer.

7. Pre-bid meeting: - A pre-bid meeting will be held on 11 AM on August 12, 2024 in Conference Room at Reserve Bank of India, Aizawl to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Tenderers are advised to see the corrigendum, if any before submitting their bids.

8. Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing prices only latest by 2 PM of August 26, 2024. Part I will be opened on 3 PM of August 26, 2024. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation.

Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.

9. Tenderers are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 2 PM of August 26, 2024.

10. Tenderers are requested to quote including GST for each item as specified in the portal. No change in quoted rates will be accepted. Further the AMC rates quoted shall be automatically multiplied by the NPV factor for 10 years (7.0476).

11. 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 therefor. The Bank also reserves the right to accept the tender of any firm

12. A. Earnest Money Deposit (EMD)

A. EMD of a sum of **₹19,000/-** shall be remitted to Bank Account of Reserve Bank of India, Aizawl. The account details for NEFT/RTGS transactions are as follows. Tenderers are advised to remit EMD well in advance to avoid last minute hassle.

Beneficiary Ac No: **186003001**
 IFSC: **RBIS0AZPA01**
 Remarks: Aizawl DG SET

Or in the form of Bank Guarantee as per [Annexure - III](#)

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The tenderers are also advised to submit the proof of remittance with transaction number (scanned copy) to the Bank.

B. A tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD. The EMD of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The tenderers who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall be released to them without any interest after award of work.

13. Validity of tender:-The tender shall be valid for a period of 90 days from the date of opening of Part I of the tender.

14. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site (**GST to be indicated separately for each item while submitting the bid**). 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.

15. Period of Completion of work: - The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 60 DAYS from the 10th day of date of issue of work order.

16. 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.

17. Service set-up:- The tenderers shall indicate details of the service set-up in Aizawl city, such as the staff strength, contact numbers and the availability of spares for the system as per enclosed [annexure-VII](#).

18. Warranty/ Defect Liability period and Non- Comprehensive Annual Maintenance Service contract:

- a. The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of virtual completion/handing over. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period. However, cost of consumables such as engine oil, filters etc. will be paid by the Bank.
- b. The charges for **Non- comprehensive annual maintenance service (Labour only)**, to be provided after the expiry of the one year guarantee period, shall be quoted by the tenderer separately in their bid. During the **Non- Comprehensive Annual Maintenance Service Contract** period, the maintenance/ servicing shall be carried out at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed and the same shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Non- Comprehensive annual maintenance service charges shall be paid on **half yearly basis** on rendering satisfactory service and on submission of service reports. All breakdowns, maintenance and overhauling shall also be under the scope of non- comprehensive AMC. Bank shall have the right to procure the material required for maintenance of the system from the AMC vendor or open market and hand over the same to the AMC contractor to carry out the maintenance/overhauling.
- c. AMC shall cover Engine, alternator and control panel, AMF panel
- d. During the warranty period or the non- comprehensive annual maintenance service period, any fault in the system shall be attended within 8 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per DG Set per day will be levied, if the defect in the system is not rectified within the period of 8 hours during the AMC period as stated above. In addition to this, if the system **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 Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**
- e. The service contract shall be valid for a further additional period of at least 8 years after the initial annual service contact period of one year after one-year warranty. After 1st year of service contract, the new service contract amount will be arrived at based on following formula.

$AC = AP [(15+85x(CPIC/CPIP))] x 1/100$	
A _C	The contract amount for the current year.
A _P	The contract amount for the previous year.
CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

19. Evaluation of tenders: - Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system(A) and taking into account the effect of rates quoted for non-comprehensive Annual Maintenance service contract charges (AMC)(B) for a period of 9 years after the expiry of one year defect liability period.

Net Owning cost shall be the total of Capital Cost of the System (A) plus the NPV of non-comprehensive annual maintenance Service contract charges for the period of 9 years after 1 year defect liability period.

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

Net Owning Cost of System = {Capital Cost (A) + (AMC Charges (B) x MF)

(MF is the NPV factor for 10 years (1yr warranty+9 year AMC) = 7.0476)

20. Testing of DG sets:

- a. DG sets along with control panel shall be tested in the manufacturer's factory/contractor's works to ascertain the compliance of offered specifications.
- b. The successful tenderer will arrange staff/ fuel/ consumables for test run at his cost.
- c. For testing, following procedure will be followed: All major items/ equipment's i.e. engine & alternator in assembled condition, associated electrical control panels etc. shall be offered for inspection and testing at factory/ manufacturers works. The successful tenderer shall give a notice of minimum two weeks for carrying out such tests. The Bank's Engineer or his authorized representative shall witness such inspection & testing at mutually agreed date. The cost of the representative's visit to the factory will be borne by Bank.
- d. DG set will be tested on load of unity power factor for the rated KW rating. During testing, the D. G. Set covered under scope of work, shall be operated for a period of one hour on the rated KW at DG set's KW rating and one hour on 10% overload after continuous run of one Hour. During testing all controls/ operations safeties will be checked and proper record will be maintained. Any defect/ abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality/ failure is noticed during the testing. The DG set will be cleared for dispatch to site only when the testing is declared successful by the Bank's Engineer.

21. Terms of payment :-

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

- (a) First 60% of the value of quoted rate shall be released, on pro rata basis, after the equipment/s is/are tested in the factory and on delivery of the same together with other materials including control panel, AMF panel and are accepted at site by the Employers authorized representatives and on submission of the following documents:

- i. Contractor's Certificate that all components, parts, sub systems, consumables, etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
- ii. Submission of insurance policies mentioned in the tender.
- iii on submission of a Bank Guarantee amounting to 10% of the contract amount, initially valid for 5 year, in a form ([Annexure-IV](#)) acceptable to the Bank as security against due fulfillment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment. (clause 22 of tender)

- (b) 40% of the quoted rate against erection, testing, commissioning, and handing over of the entire system at site, submission of statutory approval, if any.

22. Performance Bank Guarantee (BG) :-The estimated life cycle of the DG Set is 10 years. Hence, the initial PBG amounting to 10% of the contract amount shall initially, remain valid for 5 year from the date of commissioning & handing over of the system. Thereafter, Bank guarantee will be reduced by 10 percent (10%) of initial value for the next 5 (five) years. The Contractor shall submit a fresh PBG before Four weeks of expiry of the existing BG. If the contractor fails to submit a fresh PBG within the time limit, Bank will have right to invoke the submitted BG.

23. Insurance: - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the employer being first and deposit such policy or policies with the employer during the currency of this contract.

- a. Storage, erection, testing and commissioning policy for the total amount of contract.
- b. Workmen compensation policy.
- c. Third party liability policy with the limits as under.
 - I. Rs.10,00,000/- per annum
 - II. Rs.2,00,000/- per occurrence

24. Works to be arranged by the contractor;-

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:

- a) Making good all damages caused to the structure during installation and restoring the same to their original finish.
- b) All supports for exhaust, cables, anti-vibration pads etc. as necessary.
- c) Painting of all exposed metal surfaces of equipment's and components with appropriate colour.
- d) Clearance/ Approval of the complete installation from CPCB/ State Pollution Control Board, Central Electricity Authority (CEA)/ Local Bodies and other licensing authorities,

wherever required, if any. Bank will make payment for any statutory payment on production of evidences.

25. COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWINGS AND COMMENCEMENT OF WORK

a) Completeness of the tender

All sundry equipment's, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipment's and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

b) Submission of programme

Within fifteen days from the date of receipt of the letter of acceptance, the successful tenderer shall submit his programme for submission of drawings, supply of equipment, installation, testing, commissioning and handing over of the installation to the Engineer-in-Charge. This programme shall be framed keeping in view of minimum shutdown period.

c) Submission of Drawings:-

The contractor shall submit the drawings to the Engineer-in-Charge for approval before start of work.

d) Commencement of Work:-

The contractor shall commence work as soon as the drawings submitted by him are approved.

26. Drawings for approval: -

The contractor shall prepare & submit the following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipment's/ materials as per agreement, if there is any contradiction between the approved drawings and agreement.

- (a) Lay out drawings of the equipment's to be installed including control cables, fuel/lube oil pipes and supports /structure for exhaust piping, Chimney and bus ducts/ cable trays.
- (b) Drawings including section, showing the details of erection of entire equipment.
- (c) Electrical wiring diagrams from engine-alternator set to Electrical control panel,
- (d) Dimensioned drawings of Acoustic enclosure/ Engine-Alternator set and Electrical control panel.
- (e) Drawings showing details of supports for pipes, chimney cable trays, ducts, etc.

- (f) Any other drawings relevant to the work.

27. Drawings/ Documents to be furnished on completion of Installation: - Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department.

- (a) DG set installation drawings giving complete details of all the equipment's.
- (b) Line diagram and layout of all electrical control panels giving switchgear ratings and their disposition, cable feeder sizes and their lay out.
- (c) Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits control panel.
- (d) Manufacturer's technical catalogues of all equipment's and accessories.
- (e) Operation and maintenance manual of all major equipment, detailing all adjustments, operation and maintenance procedure.

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

29. Training: The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.

30. Agreement:- The successful tenderer shall execute an agreement with the Bank on a non-judicial stamp paper in the format in [annexure V](#) enclosed within ten days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract

31. 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 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.

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

Section III
Safety Code

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

Section IV
FIRE SAFETY

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

Section V

The Conditions Hereinbefore Referred To

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

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

expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

- h) "The works" Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl.

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material, therefore.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, 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.

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

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position's levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

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

15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in

the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

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

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

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

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done

or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
 - (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
 - (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.
23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall

be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from

any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

25. **Insurance:** The contractor shall, within 21 days from the date of award of the works, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within twenty one days from the award of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all

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

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

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

32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and

36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

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

Abandonment of works

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

Return of surplus materials

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the even of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

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

41. Non-disclosure Clause:-

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

42. Sexual Harassment of women at work place

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

monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Section VI**SPECIAL CONDITIONS**

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

Section VIII**APPENDIX HEREIN REFERRED**

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award letter of work order.
4.	Period of completion	60 days from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions.
7.	Installment after virtual completion	100% of Earnest money deposit shall be released
8.	Period of honoring interim certificate	1 month
9.	Interest for delayed payment beyond 90 days of submission of bill.	3 percent per annum

Signature of Contractor with seal

Section IX

Technical Specifications (62.5 kva silent DG set) – CPCB -IV

Scope of work: Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA (minimum) capacity Diesel Generator Set with acoustic enclosure complete with exhaust piping, control panel, all accessories and handing over. (Firm can quote 62.5 kva capacity or nearby higher capacity. quoting for lower capacity is not acceptable.)

1. **Diesel Engine:** Engine shall conform to relevant IS/BS specifications and be complete with water cooled radiator, oil pump, diesel (fuel) tank, self-starting motor, batteries of adequate ampere hour capacity for self-starting, air filters, exhaust piping with heavy duty residential grade silencer, flywheel, fuel and lubricant oil filters etc. The engine shall be capable of developing required HP at site conditions at 1500 RPM continuous duty. Speed regulation shall be such that from no load to full load, the variation in speed is minimum, say within 5%.

Engine shall have following instruments mounted on the engine control panel, besides the starting key/ 'Start' and 'Stop' push buttons.

- Oil Pressure Gauge
- Water Temperature Gauge
- Tacho Meter
- Hour Meter
- Battery charging indication
- Low Lub oil trip indication
- High water temperature indication
- Over speed indication

Manufactures shall furnish necessary certificate indicating the compliance of the above capacity requirement for the engine model so selected along with compliance of Noise and Emission norms as per latest CPCB IV guidelines for DG set capacity.

The following safety devices shall be incorporated in the engine.

- Radiator high temperature cut-out.
- Oil pressure failure cut-out.

Governor: Electronic governor of class A1 as per ISO 3046 / BS 5514 with actuator shall be provided as per standard design of manufacturer. The governor shall be self-contained unit capable of monitoring speed.

2. **Alternator** : The alternator shall conform to relevant IS standard and shall be of salient stationary pole revolving armature self-excited self-compensated type and designed for 415 volts, 50 Hz, 3 phase output with neutral at 1500 RPM at 0.8 pf lag at site conditions. The regulation shall not be more than 5% over the full load range including the 5% speed regulation of prime mover. The alternator shall be directly coupled to the diesel engine through flexible or

direct coupling. The design shall be such that the harmonics are minimum. The power supply terminals including the neutral shall be brought out in a suitable cable entry box as directed.

3. **CONTROL PANEL:** Floor mounting fabricated sheet steel construction, suitable for single running manual operations and rated for system output. The panel is made of 1.6mm sheets and with one/two hinged front doors of 2mm sheet steel bolted back / sides, totally enclosed and vermin proof. Panel shall consists of 1 No. Multi functional Voltmeter, Ammeter and Frequency meter, 3 Nos. Current Transformers, 1 No. KWH meter – 3phase, 4 wire unbalanced, Aluminium busbars of suitable capacity, Indicating lamps – “set running” and “set on load”, MCCB for operation, Instrument Fuses, Earthing studs etc.

4. **Base Plate** - The diesel engine and the alternator shall be mounted on a common base plate made out of suitable channel sections with welded joints. Suitable anti-vibration mountings duly approved by Bank’s Engineer shall be employed to prevent transmission of vibration to the structure to the maximum extent possible.

5. **Acoustic Enclosure (Weather proof)** The generating sets are housed inside a high quality acoustic enclosure having salient features & constructional features such as :
 - Compact, modular construction and sleek design with low noise level (75 dbA) at a distance of 1 meter from enclosure surface.
 - Soundproof, weatherproof, and environment friendly silent set.
 - Ready-to-use silent set will be installed on a concrete pedestal/foundation to be provided by the firm as per the manufacturer’s design/requirements.
 - The acoustic enclosure is manufactured, powder coated and lined with fire proof acoustic material light resin rock wool as per IS.
 - Made out of 1.2 to 2 mm thick CRCA sheet, compact sleek design confirming to international standards meeting with CPCB norms.
 - Exhaust silencer to be of residential grade type mounted outside the enclosure, exhausting to atmosphere.
 - All joints to be sealed with fireproof neoprene gaskets to withstand temperature and pressure at site conditions.
 - All high temperature exposed surfaces to be insulated by glass wool with aluminium cladding upto the silencer.
 - Painted with weatherproof, acid proof, heat resistant, powder coated after pre-treatment for degreasing, de-rusting, pickling, phosphating and passivation.
 - Arrangement for illumination inside the enclosure.
 - Adequate ventilation to be provided to meet the air requirements for combustion and heat removal. A ventilation fan/blower of adequate capacity to meet the total air requirement.
 - Enclosure to be designed and layout of the equipment designed to facilitate easy access to all serviceable parts.
 - Doors should be gasketed with high quality EPDM gaskets to avoid leakage of sound.
 - Battery shall be provided in a tray inside the enclosure.
 - Four hinged doors shall be provided to canopy, one door shall have glass window for control panel.

6. **Diesel Tank:** The integral diesel tank of a minimum capacity of 150 Litres should be provided, fabricated from M.S. sheet.
7. **Erection:** The scope of erection shall include for the supply and erection of the following.
- The engine and the alternator placed on a common base plate shall be mounted on sufficient numbers of suitable capacity 'cushy foot' or equivalent make anti-vibration mounts inside the acoustic enclosure placed on a PCC plinth TO provided by firm
 - The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor and provided with suitable rubber matting.
 - **Earthing:** Necessary earth pits and earth strip till the point of connection shall be provided by the Bank.
 - A heavy duty residential grade type(OEM recommended) silencer with necessary length of exhaust piping, complete with glass wool insulation with aluminium cladding shall be provided from the engine exhaust complete with long bends, bird screens, etc. along with supports.
 - Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings, if necessary, shall be submitted to the local electrical inspectorate/pollution control board or any other statutory authority for their approval. If required, the contractor shall arrange for liaison, inspection of the installations by the competent authorities and the entire installation shall be got certified. Defects, if any, pointed out by the above authorities shall be rectified free of cost. The fees to the statutory authorities only, if any, payable in this connection will be paid by the Bank.
8. **Cabling:(to be included in the price bid)**
- a. Cabling from the alternator to control panel is in the scope of the contractor.
 - b. Multi core FRLS copper cable should be used for control wiring.
 - c. Cabling from alternator to AMF panel (4 meter distance), 50 sqmm copper, 3.5 core xlpe, armoured, FR is in the scope of firm. The rate shall include in the price bid.
9. **Foundation:** Contractor shall submit the drawing for required foundation as per the site condition and after approval to execute the work. the cost of foundation to be included in the price bid.
10. **Spares and Tools:** The tenderers shall submit the list of standard tools and spares to be supplied along with the generating set (without any extra cost).
11. **Testing & Commissioning:** In addition to testing at factory, the DG set shall be tested for proper functioning for a total run of 02 hours at full load at site conditions. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test necessary test report shall be furnished.

12. AMF POWER CONTROL PANEL –

The AMF Control panel shall be designed for automatic on mains failure operation of the generator set and to be installed within 4 meters external floor mounting stand. The panel shall be floor standing cubicle pattern, totally enclosed, dust, damp and vermin proof, fabricated out of 16 SWG. M.S. sheet treated, with anti-corrosion and painted with two coats of approved quality shade synthetic enamel paint. The panel shall be complete with inter connections, insulators, 2 Nos. earthing lugs and shall incorporate the following: -

- CT operated Digital Multifunction meter with remote monitoring facility.

- Mode Selector Switch OFF/AUTO/MANUAL

- Set of current transformers of suitable ratio

- Built-in boost cum trickle Battery Charger consisting of –

- a) Transformer/Rectifier

- b) DC Ammeter

- c) DC Voltmeter

- d) Charging rate selector switch

- e) Hooter,

Suitable size Contactors and MCCB, each for Main supply and DG set power supply (microprocessor based release or equivalent) with short circuit and overload protection.

- suitable size Contactor based/ATS smooth Changeover facility and necessary interlocks etc

- **Engine shutdown and Alternator protection equipment**

- a. Low lube oil pressure shutdown

- b. High Coolant temperature shutdown

- c. Engine overspeed shutdown

- **Alternator Protection**

1. Overload

2. Short Circuit

3. Earth fault

4. Overvoltage

- Main supply voltage Monitor with under/over voltage adjustable setting (including but not limited to O/C, S/C, E/F protection)
- Set of control relays
- Set of indicating lamp load on set, load on mains, start failure, high temperature trip, low oil pressure, high temperature warning, battery low.
- Push buttons for start, stop, reset, silence alarm, DG / Mains supply contactors / ATS manual override.
- Toggle switch for hooter ON/OFF
- Microprocessor based Engine Control unit with LAN connectivity and necessary software for remote monitoring and operation. – Panel should support for this.
- Tinned Copper busbar for phase of 200A rating and suitable size neutral to be provided.(The size of bus-bar to be worked out considering 1.2 Amp per sqmm current density).

The panel shall be so designed that in the event of main supply failure, the diesel engine and the generator shall be started and on checking the generator voltage and frequency, make available the generator power to the essential loads in less than 15 seconds. On restoration of main supply, the generator supply shall not be cut off immediately but after time lag of 45-60 seconds i.e. after stabilization of restored main supply and thereafter the engine shall be shut down automatically. If the engine fails to start after three attempts or fail to pick up rated speed, the engine starter shall trip automatically and there shall be an audio alarm to sound an unhealthy condition of the generator set. The panel shall have suitable circuitry incorporated therein for all the functions specified above complete with all required components viz. Control coils, relays, contact blocks, internal wiring etc.

The components used in the fabrication of the panel shall be of high quality / reliability and shall be of reputed make, the spares of which are readily available in the local market. The design, drawings and the complete panel shall be got approved from the local electrical inspectorate.

One set of operating manuals and two sets of control circuit drawing of panel in laminated form, out of which one will be made available in the generator room near the AMF Panel and other for the record purpose shall be provided and two sets of control circuit drawing of panel in laminated form out of which one will be made available in the generator room near the AMF Panel and other for the record purpose shall be provided.

Technical Particulars to filled up by bidder (mandatory)

1.	Make and model of DG set	
2.	Engine	
	Make	
	Model Number	
	Type	
	Type of cooling system	
	Type of silencer	
	Turbo Charger to be provided	
	Fuel tank capacity	
	Shaft HP at 1500 RPM	
	Type of Governor	
	Fuel consumption at full load/hour	
3.	Alternator	
	Make	
	Model Number	
	Frame Size	
	Rated Voltage	
	Capacity in KVA	
	Excitation	
	% Regulation	
	Type of Enclosures	
	Class of insulation	
	Type of cooling	
4.	Batteries	
	Make	
	Voltage	
	Capacity in Amp. Hours	
5.	Coupling	
	Type	
	Whether guard provided or not	
	Whether base plate is included or not	
6.	Exhaust pipeing	
	- dia of exhaust pipe	--
	- thickness of exhaust pipe	---
	- thickness and type of insulation	---
7.	List of tools normally supplied with the engine & alternator, free of cost.	List to be enclosed separately
8.	List of spares normally supplied along with the engine & alternator, free of cost.	List to be enclosed separately

Technical Particulars of Acoustic Enclosure

Sr.no	Description	Bank's Spec.	Tenderers offer
1.	Outer dimension in mm	As per OEM	Length.....in mm Width.....in mm Height.....in mm
	Wall thickness in mm		
2	MS Sheet for main enclosure	Minimum 1.2 to 2mm thick	
3	Details of framework	AS PER OEM	
4	Details of acoustic material	AS PER OEM	
(a)	Type of wool	Mineral Rock wool of equivalent material or as per OEM	
(b)	Type of external covering to the acoustic material	MS, GI perforated sheets	
(c)	Gauge of sheet	Minimum 22 gauge	
5	Details of doors		
(a)	Number of doors	04 (minimum)	
(b)	Size of doors	As required	
(c)	Acoustic insulation for doors	Mineral Rock wool or equivalent material	
(d)	Locking system	Pressure locks from outside and bolts from inside	
6	Type of ventilation	Suitable to keep inside the building.	
7	Whether the sound level with acoustic enclosure is within the acceptable limits prescribed by Pollution Control or Local Authority.	Yes/No. please attached the certificate of type approval and certificate of conformity of production.	

Section X

List of Specified Makes

Sr. No.	Equipment	Approved Make	Offered make
1	Engine	Cummins/Greaves/Leyland/ Kirloskar oil engines/ Mahindra/ Caterpillar/	
2	Alternator	Kirloskar Electric/Crompton Greaves/Stamford/NGEF/ Caterpillar/stamford	
3	Cable, 50 sqmm, 3.5 core, xlpe, copper armoured.	CCI/Gloster/NICCO/Polycab/ Finolex, Havells	
4	MCCB	L&T/Siemens/Crompton/Alstom/ ABB	
5	Energy meter	Havels/L&T or equivalent	
6	Voltmeter/Ammeter	AE/Meco or equivalent	
7	Battery	Exide /anasonic/Amar raja	
8	Contactora	L&T, Siemens, ABB	
9	Protective relays	L &t, Areva, Schnider	

List of Clients

Details of similar qualifying works executed before 5 years (Date of work order should be on or before.....)

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

Details of similar qualifying works executed during the last 5 years (completed on or after.....)

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

--	--	--	--	--	--	--	--

(Attach sheet if required)

Date

Signature of Tenderer:

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

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

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11

i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
ii) 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”**

*

Reporting Officer* with Office seal

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

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, 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 _____ (INR _____ only) in connection with its Tender for **Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'**

and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

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

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

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'**

The Banks' decision in this regard shall be final and binding.

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

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

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

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

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety

in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

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

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

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

Bank Manager
(Bank's seal)

Proforma of Bank Guarantee for Security Deposit

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

No. _____

Date _____

To:

The General Manager & O-i-C
Reserve Bank of India Aizawl

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'**

as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

(INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or

- absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Articles of Agreement

Articles of Agreement

ARTICLES of Agreement made on the ----- day of ----- between the Reserve Bank of India, having its Central Office at Mumbai (hereinafter called "The Employer") of the one part and ----- (hereinafter called "The Contractor") of the other part.

Whereas the employer is desirous of doing the work of **Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'**

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

And Whereas the Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the 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 time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of quantities.
2. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this contract.
5. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications and working drawings.
6. The contractor shall afford every reasonable facility for carrying out of all works of other Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job from the 10th day of issue of formal work order as provided for in the said conditions and to complete the entire work specified within **10 weeks** subject to nevertheless to the provisions for extension of time.

- 8. **Non Comprehensive Annual Maintenance Contract**: The contractor shall also provide maintenance services to the system provided by them under this contract during one year of defect liability period from the handing over of the system to Bank and further nine years under non comprehensive Contract at the rate quoted them in their tender as per terms and conditions accepted under this contract. The rate for AMC shall be renewed as per the formula mentioned in the tender in reference RBI index price.
- 9. All payments by the Employer under this Contract will be made only at Aizawl.
- 10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Aizawl and only Courts in Aizawl shall have the jurisdiction to determine the same.
- 11. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.
- 12. The contractor is bound to abide by the provision of payment of wages Act 1936 and minimum wages Act 1948. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.

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

(If the Contractor is a partnership or an individual)

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

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.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
Shri
(Name and designation)

.....
..... in the presence of

(1)
Address

(2)

Address

.....
.....
.....

Witnesses

SIGNED AND DELIVERED BY If the part is a partnership firm or any individual
.....1 should be signed by all or on behalf of all the
)..... partners.

Address

.....
.....

2)

Address

.....
.....

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the If the Contractor signs under its common Seal the
resolutions passed signature clause should tally with their sealing
By its Board of Directors at the meeting clause in the Articles of Associations.
held on

.....
.....
.....

In the presence of

(1)

(2)

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

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand Of

Shri

and duly constituted attorney.

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

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

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

Place:

Date:

**The General Manager & Officer-in-charge
Reserve Bank of India
Human Resource Management Department
Aizawl**

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a liimit of ₹.....(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Note:

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

Details of Service Set up at the place of work (Aizawl)

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

Signature of the contractor with seal

Annexure VIII**Schedule of Technical Deviations if any**

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

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

Seal of company & Signature

Name
Designation

Date

Details of Bankers

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

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

Seal of companySignature

Name
Designation

Date

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

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for **Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl** including signing and submission of all documents and providing information / responses to Bank, representing us in all matters before Bank, and generally dealing with Bank 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 Tenderer

Name/(s)

Stamp/Seal of the Tenderer

(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).

Part A (if the tenderer is authorised dealer)

Proforma of Letter of Authorisation from the Original Equipment Manufacturer (OEM) to participate in this Bid

(To be issued by the manufacturers of offered DG Set on their letter head)

Date:

To,

The General Manager & OIC
Reserve Bank of India Aizawl

Subject: Authorisation Letter to M/s _____ for participation in the tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'

Sir,

We _____, (name and address of the OEM of the DG Set) the manufacturers of _____ (Make of DG Set proposed to be offered) having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us.

We herewith certify that the above mentioned equipment products are not end of the life till December 2035.

Yours faithfully,

For and on behalf of
M/s _____ (Name of the manufacturer)

Seal and Signature :

Name :

Designation :

Address :

Date :

Note: This letter of authority should be signed by an authorized signatory of the manufacturer.

ANNEXURE-XI

Part B (applicable if the tenderer is an OEM)

DECLARATION BY THE TENDERER BEING ORIGINAL EQUIPMENT MANUFACTURER OF THE OFFERED DG SET

Date:

To,

The General Manager & OIC
Reserve Bank of India Aizawl

NAME OF WORK: Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl'

We _____, (name and address of the tenderer) hereby confirm that we are the original equipment manufacturer of DG Set (Model No.....) being offered by us for the captioned work.

Our factory/ies is / are located at _____ (addresses of manufacturing locations).

We herewith certify that the above mentioned equipment's products are not end of the life till December 2035

Signature/(s) of the Tenderer

Name/(s)

Stamp/Seal of the Tenderer



Reserve Bank of India, Aizawl
Human Resource Management Department

Tender for Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set with acoustic enclosure at Reserve Bank of India, Aizawl

Part II (Price Bid)

Name of the Tenderer: _____

Address: _____

**Part II
Price Bid**

Supply, Installation, Testing, and Commissioning of one no. of 62.5 kVA Diesel Generator Set, with acoustic enclosure, AMF panel at Reserve Bank of India, Aizawl

Sl. No.	Description of Item	Unit	Qty.	Rate/UNIT (Incl. of GST)	Amount (Incl. of GST)
1	<p>Generator Set: Design, supply, installation, testing and commissioning and handing over of an auto-start with AMF panel silent diesel generator set of capacity of 62.5 kVA, 3-phase, 415V, 50Hz, 100% load at 0.8 pf lag, with acoustic enclosure as per latest norms by the Central / State Govt.) as per latest CPCB, (CPCB IV) norms complied, complete with diesel engine, alternator, water-cooled radiator, hospital / residential grade silencer with insulation, self-starting device, batteries with connecting copper wires, battery charger, engine panel, base frame, anti-vibration mounts, diesel tank with required MS structure, level indicator etc. and all connected accessories, including standard set of tools and spares (to be supplied free of cost), complete as described in detailed technical specifications mentioned in part-I.</p> <p>The amount quoted shall be inclusive of following: (a) Basic rate. (b) Cost of transportation, loading-unloading, placement, and storage, including any other duties, levies etc, cost of construction of suitable size concrete foundation, all interconnecting cables and control cable from alternator to control panel to AMF panel etc.</p> <p>(c) All insurance policies as described in part-I of tender document. (d) Charges for erection, testing and commissioning of the DG set, including suitable size foundation, including obtaining relevant and necessary approvals from local statutory authorities as mentioned in part-I. (e) Cost of all consumables like diesel, lubricant oil etc. required for testing and commissioning of</p>	no.	1		

	the new DG set (approx. 2 hours at factory testing and 2 hours for site testing)				
2	Exhaust piping: Supply and installation, testing and commissioning of insulated MS exhaust piping of suitable dia., MS, C-class, ISI mark pipe for DG set, as recommended by the manufacturer of the engine and as per all relevant Central / State Govt norms, with 50mm thick mineral wool lining for thermal insulation and aluminium cladding, complete with required materials such as supports structure and all allied civil works as described in detailed technical specifications in tender and as directed by the Bank's Engineer. The support structures shall be duly painted to prevent corrosion.	mtrs.	10		
	A = Total capital cost (incl. of GST) = sl (1+2)				
3	Cost per annum for Annual maintenance contract without spares for the newly installed DG set Engine and Alternator, standard engine control panel, acoustic enclosure, batteries, battery charger unit, AMF panel etc., after guarantee period (DLP), as per terms and conditions specified in Part-I, at existing GST rate. (B)	Rate per annum	1		

Net Owning Cost of System = {Capital Cost (A) + (AMC Charges (B) x7.0476) =