



भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

[www.rbi.org.in](http://www.rbi.org.in)

निविदा आमंत्रण सूचना

स्टाफ क्वार्टर में 125kVA डीजी सेट के डीएसआईटीसी से संबंधित विद्युत कार्य, भारतीय रिज़र्व बैंक, कलूर, कोच्ची

भारतीय रिज़र्व बैंक, कोच्ची, "भारतीय रिज़र्व बैंक, कलूर कोच्ची के स्टाफ क्वार्टर में 125 केवीए डीजी सेट के डीएसआईटीसी से संबंधित विद्युत कार्यों" के लिए ई-निविदा मोड द्वारा दो-भाग की निविदा आमंत्रित करता है।

ई-निविदा की सूची इस प्रकार है;

ए	ई-निविदा सं.	आरबीआई/कोच्ची क्षेत्रीय कार्यालय/संपदा/13/24-25/ईटी/625
बी	काम का नाम:	भारतीय रिज़र्व बैंक, कोच्ची के स्टाफ क्वार्टरों में डीजी सेट्स के डीएसआईटीसी से संबंधित विद्युत कार्य।
सी	कार्य की अनुमानित लागत	₹. 21,35,000/- (जीएसटी सहित)
डी	निविदा का तरीका	एमएसटीसी पोर्टल के माध्यम से ई-अधिप्राप्ति प्रणाली (तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II); <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
ई	एनआईटी की तारीख और निविदा दस्तावेज डाउनलोड के लिए उपलब्ध होने की तारीख	04 दिसंबर 2024, 14:00 बजे से
एफ़	बयाना जमा (ईएमडी)	₹. 42,700/- (केवल बयालीस हजार सात सौ रूपये)। (जैसा कि निविदा दस्तावेज़ के पैरा 12.0 में उल्लिखित है, सभी बोलीदाता द्वारा जमा किया जाना है। एमएसएमई/उद्यम पंजीकृत बोलीदाताओं को ईएमडी के भुगतान से कोई छूट नहीं है)।
जी	बोली-पूर्व बैठक की तारीख, समय और स्थान (ऑफ़लाइन)	24 दिसंबर 2024, 14:00 बजे से
एच	परिशिष्ट, शुद्धिपत्र, आदि के रूप में आरबीआई की वेबसाइट पर बोली-पूर्व बैठक के परिणाम अपलोड करने की तारीख और समय	27 दिसंबर 2024, 14:00 बजे से पहले
आई	वेबसाइट पर तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) के लिए बोली शुरू होने की तारीख	27 दिसंबर 2024, 14:00 बजे से <a href="https://mstcecommerce.com/eprochome/rbi">https://mstcecommerce.com/eprochome/rbi</a>
जे	तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	06 जनवरी 2025, 14:00 बजे.

के	तकनीकी एवं वाणिज्यिक बोली (भाग-I) खोलने की तारीख और समय	<b>06 जनवरी 2025, 15:00 बजे.</b>
एल	मूल्य बोली (भाग-II) खोलने की तारीख और समय	अगले दिन, जिसकी सूचना सभी बोलीदाताओं को पहले से दी जाएगी।
एम	लेनदेन शुल्क	मेसर्स एमएसटीसी लिमिटेड द्वारा सूचित राशि

सभी इच्छुक बोलीदाताओं को निविदा प्रक्रिया में भाग लेने के लिए आमंत्रित किया जाता है। भविष्य में निविदा में कोई भी संशोधन/ शुद्धिपत्र, यदि कोई हो, केवल ऊपर दिए गए अनुसार आरबीआई वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

(टी वी राव)

महाप्रबंधक (प्रभारी अधिकारी)

भारतीय रिज़र्व बैंक, कोच्ची



**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**  
**KOCHI**

**Design, Supply, Installation, Testing, and Commissioning of  
125kVA Diesel Generator Set with Acoustic Enclosure for  
Staff Quarters, Reserve Bank of India, Kochi**

<b>E-tender no.</b>	RBI/Kochi Regional Office/Estate/13/24-25/ET/625
---------------------	--

**Part-I**  
**(Technical and Commercial Bid)**

**Name of the tenderer:**

**Address:**

**E-mail ID:**

**Contact no.:**

---

---

---

---

---

---

---

---

**Date & time of pre-bid  
meeting:**

**Due date and time for  
submission of e-tender:**

**Date of opening of Part-I of  
e-tender:**

*This document is the property of the Reserve Bank of India (RBI). It may not be copied, distributed, or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.*



भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA

[www.rbi.org.in](http://www.rbi.org.in)

**Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi**

The Reserve Bank of India, Kochi, invites two-part tender by e-tender mode for the Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi. The tendering would be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the tendering process. The schedule of the e-tender is as follows.

a.	E-tender no.	<b>RBI/Kochi Regional Office/Estate/13/24-25/ET/625</b>
b.	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.
c.	Estimated cost of work	<b>₹21,35,000/- (incl. of GST)</b>
d.	Mode of Tender	e-Procurement System (Technical and Commercial Bid (Part-I) and Price Bid (Part-II)) through MSTC portal; ( <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
e.	Date & time from which NIT and tender can be viewed / downloaded.	<b>December 04, 2024, after 14:00 hrs.</b>
f.	Earnest Money Deposit (EMD)	<b>₹42,700/- (Rupees forty-two thousand seven hundred only).</b> (to be remitted by all bidders, as mentioned in section-II-para 12.0 of the tender document. <b><u>There is no exemption to MSME / UDYAM registered bidders from the payment of EMD.</u></b> )
g.	Date, time & venue of pre-bid meeting (offline)	<b>December 24, 2024, at 14:00 hrs.,</b> Estate Section, Office Building, Reserve Bank of India, Kochi.
h.	Date & time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	<b>December 27, 2024, before 14:00 hrs.</b>
i.	Bidding start date for Technical and Commercial Bid (Part-I) and Price Bid (Part-II) at website; <a href="http://mstcecommerce.com/eproc/home/rbi">http://mstcecommerce.com/eproc/home/rbi</a>	<b>December 27, 2024, at 14:00 hrs.</b>

j.	Date of closing of online e-tender for submission of Technical and Commercial Bid (Part-I) and Price Bid (Part-II)	<b>January 06, 2025, at 14:00 hrs.</b>
k.	Date & time for opening of Technical and Commercial Bid (Part-I)	<b>January 06, 2025, at 15:00 hrs.</b>
l.	Date & time for opening of Price Bid (Part-II)	On a subsequent day, which will be intimated in advance to all the bidders.
m.	Transaction Fee	Amount as advised by M/s MSTC Ltd.

The tender documents shall be available at MSTC website, i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com), from **December 04, 2024, after 14:00 hrs.**

A pre-bid meeting (off-line mode) of the intending tenderers will be held on **December 24, 2024, at 15:00 hrs.** at Office Building, RBI, Kochi. Interested bidders are requested to attend the meeting to clarify their doubts, if any, regarding the Tender.

The duly filled in tender documents and price-bid shall be uploaded on MSTC site till **December 27, 2024, before 14:00 hrs.** The detailed guidelines on submission of the e-tender by the firms have been given in the tender document. **Any such tender received without EMD shall be treated as non-bonafide and shall be rejected from participating in the tender process.**

The part-I (Technical and Commercial Bid) of the e-tender will be opened on **January 06, 2025, at 15:00 hrs.** at Office Building, RBI, Kochi. After scrutiny of part-I of the e-tender document along with the supporting documents, if any of the firms is not found to possess the required eligibility as specified in the Tender, the Bank reserves the right to reject the tender submitted by such tenderers.

The part-II (Price Bid) of only those tenderers, who possess the requisite eligibility as per the eligibility criteria specified in the tender, shall be opened on a subsequent day, with due intimation of the same to the qualified Tenderers.

The tenderers can either chose to be present at the Bank during the tender opening event or view it online at their locations. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI website and MSTC website as given above and will not be published in the newspaper.

(T. V. Rao)  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi.

## **DISCLAIMER**

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

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

The RBI reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

## Important instructions for E-procurement

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

<b>1</b>	<p><b><u>Process of e-tender:</u></b></p> <p><b>A) Registration:</b></p> <p>The process involves vendor's registration with MSTC E-procurement portal which is <b>free of cost</b>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE:</b> THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> (version 3)</p> <ol style="list-style-type: none"><li>Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> Register as Vendor - Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration</li><li>Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.</li></ol> <p><b>Contact person (MSTC Ltd.):</b></p> <ol style="list-style-type: none"><li><b>HO Central Help Desk: (For vendors),</b> <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a>, <b>Ph: 07969066600</b> Please mention "HO Helpdesk" as subject while sending emails) Availability- 9:30 AM to 5:00 PM on all working days for all technical issues e-tenders, System settings etc.</li><li><b>Contact person (MSTC)</b> Please visit <a href="http://www.mstcindia.co.in/content/Contact.aspx">www.mstcindia.co.in/content/Contact.aspx</a> and update your Regional Office accordingly.</li></ol> <p><b>Contact person (RBI, Kochi):</b></p> <ol style="list-style-type: none"><li>Shri. Rishu V. Singh (AM-Tech.) 9867720817 (<a href="mailto:rishuvsingh@rbi.org.in">rishuvsingh@rbi.org.in</a>)</li><li>Smt. Geeta Venugopal (Mgr.- Prem.) 9037006487 (<a href="mailto:geetavenugopal@rbi.org.in">geetavenugopal@rbi.org.in</a>)</li><li>Shri. Renuga S. (AM- Prem.) 9176268368 (<a href="mailto:renugas@rbi.org.in">renugas@rbi.org.in</a>)</li><li>Shri. Akhileshkanth S. S. (JE (Elec.)) – 8281258592 (<a href="mailto:akhileshkanthss@rbi.org.in">akhileshkanthss@rbi.org.in</a>)</li></ol> <p><b>B) System Requirement:</b></p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a></p>
<b>2</b>	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalogue" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking.</p>

	<p>Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>Note:</u></b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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 class III signing and encryption type of DSC (Digital Signature Certificate).</li> <li>• E-tender cannot be accessed after the due date and time mentioned in NIT.</li> </ul>
<b>3</b>	<p><b><u>Bidding in e-tender:</u></b></p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-tender. Please note that if the documents are not attached to any e-tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p> <p>a) Bidder(s) need to submit necessary EMD, E-tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.</p> <p>Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</p> <p>c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the “Final Submission” button to register their bid</p>



NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

## Table of Contents

<b>Sl. No.</b>	<b>Item</b>	<b>Page No.</b>
1	Part-I- Section-I- Form of Tender	9
2	Part-I- Section-II- General Instructions to Tenderers and Special Conditions	11
3	Part-I- Section-III- Safety Code	28
4	Part-I- Section-IV- The Conditions Hereinafter Referred To	30
5	Part-I- Section-V- Appendix Hereinbefore Referred To	47
6	Part-I- Section-VI- Technical Specifications & Schedule of Work	48
7	Part-I- Section-VII- Technical Drawings	59
8	Part-I- Section-VIII- Technical Particulars	61
9	Part-I- Section-IX- List of Approved Makes	63
10	Part-I- Section-X- Checklist of Commercial Conditions	64
11	Part-II- Unpriced Bill of Quantities	66
12	Annexure-I- Format for Power of Attorney for Authorized Signatory	71
13	Annexure-II- Proforma of Undertaking for Site Visit by Contractor	72
14	Annexure-III- Proforma of Undertaking for Maintenance Confirmation by The Bidder	73
15	Annexure-IV- Proforma of Bank Guarantee for Earnest Money Deposit / Bid Security	74
16	Annexure-V- Articles of Agreement	77
17	Annexure-VI- Proforma of Bank Guarantee for Performance Security Deposit	84
18	Annexure-VII- Proforma for Providing Input for Payment Via NEFT / RTGS / ECS- Mandate Authorization Form	87
19	Annexure-VIII- Proforma for Indemnifying the Employer Against Non-Compliance to Contract Labour Rules / Regulations	90
20	Annexure-IX- Proforma for Indemnifying the Employer Against Patent Rights	91
21	Annexure-X- Proforma for List of Clients	92
22	Annexure-XI- Proforma for Client's Certificate Regarding Performance of Contractor	93
23	Annexure-XII- Proforma for Bankers' Certificate from A Scheduled Bank	95
24	Annexure-XIII- Proforma of Letter of Authorization from the OEM to participate in this Bid	96
25	Annexure-XIV- Form of bankers' solvency certificate from a scheduled bank	98

## Section-I- Form of Tender

Place:

Date:

Shri. T. V. Rao  
General Manager (Officer in Charge)  
Reserve Bank of India, Kochi

Dear Sir,

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

### Memorandum

(a)	Name of Work	Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.
(b)	Estimated Cost	<b>₹21,35,000/- (incl. of GST)</b>
(c)	Mode of Payment	As per <u>section-II-clause-22.0 of Part-I.</u>
(d)	Earnest Money Deposit	<b>₹42,700/- (Rupees forty-two thousand seven hundred only).</b> (to be remitted by all bidders, as mentioned in section-II- para 12.0 of the tender document).
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	<b>60 days from the tenth day from the date of work order / intimation from the Bank</b>

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Earnest Money Deposit valid during the entire period of validity of tender, as per enclosed proforma ([Annexure-4](#)).

3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or

nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I / We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we do hereby agree that EMD deposited shall be forfeited by us to the Reserve Bank of India.

5. The Tender is submitted in two parts. Part-I contains all commercial terms and conditions and technical particulars, and Part-II contains only the price bid in the Bank's proforma.

6. We have deposited a sum of **₹42,700/- (Rupees forty-two thousand seven hundred only) as Earnest Money Deposit** with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

For and on behalf of  
M/s \_\_\_\_\_

(Signature with Seal)

Name:

Designation:

Place:

Date:

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

Witness

(1) Signature with  
Name, Address and Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Signature with  
Name, Address and Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section-II- General Instructions to Tenderers and Special Conditions

The Reserve Bank of India invites competitive e-tenders for providing **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi**, from eligible bidders as per specified pre-qualification criteria. The estimated cost of the work is **₹21,35,000/- (incl. of GST)**. The works shall be completed within a period of **60 days from the tenth day from the date of work order / intimation from the Bank**. All the pre-qualification papers shall be uploaded on MSTC site.

### 1.0 Instructions to Tenderers

1.1 Intending tenderers should meet the following eligibility conditions to qualify for participation in the tender:

- i. Only those OEM's / Authorized dealers of OEM's who have minimum 5 years of experience in carrying out similar nature of works viz. "Design, Supply, Installation, Testing, and Commissioning of DG set" at residential quarters / office buildings / commercial premises (works carried out before October 31, 2019).
- ii. Should have executed successfully "Design, Supply, Installation, Testing, and Commissioning of DG set" at residential quarters / office buildings / commercial premises, during last five years (works carried out on or after October 31, 2019) as under:
  - a. Three works each costing not less than the amount equal to 40% of the estimated cost  
OR
  - b. Two works each costing not less than the amount equal to 50% of the estimated cost  
OR
  - c. One work costing not less than the amount equal to 80% of the estimated cost.
- iii. Should have a minimum yearly turnover of 100% of the estimated cost during last 3 financial years, ending March 31, 2024, supported by audited financial statements.
- iv. Should furnish Solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost.
- v. The intending bidder should have proper service setup at **Kochi** for rendering after sales service.

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

1.2 The intending tenderers should submit the following documents (to be scanned and attached in MSTC e-tendering portal) in respect of their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) about the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association / Power of Attorney / Attorney / another relevant document.
-----	-------------------------	---

(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works (1.1.i and 1.1.ii from above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience and eligibility. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2021-22, 2022-23 and 2023-24 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Solvency / Banker's Certificate	The intending tenderer should furnish solvency certificate issued by the respective banker for an amount equal to 100% of the estimated cost. The format for the same is given in <a href="#">Annexure-14</a> .
(f)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(g)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(h)	List of Clients	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers / authorities / departments under whom the work(s) was / were executed should be furnished. The format for the same is given in <a href="#">Annexure-12</a> .

(i)	Client's Certificate	Client's certificate as per format at <a href="#">Annexure-13</a> from their clients for whom they have carried out "eligible works" in terms of the eligibility (pre-qualification) criteria explained in this notice. The client's certificate shall be signed by an official of the rank of Executive Engineer / Superintendent Engineer or equivalent in respect of a Government / Semi- Government Organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates.
(j)	Details of office setup	The address proof should be uploaded along with Part-I of the tender for verification. Address and contact details of the office set up at Kochi.
(k)	Details of registration and copies of registration certificate / documents for	<ul style="list-style-type: none"> <li>• PAN</li> <li>• GST</li> <li>• Micro and Small Enterprises (MSE) GOI, if applicable.</li> <li>• Office of Labour Commissioner, if applicable.</li> </ul>

**Tenderers shall submit all the information and the documents as mentioned in para 1.2 above.**

**1.3** Tender forms can be viewed / downloaded from the website [www.mstcecommerce.com](http://www.mstcecommerce.com) from **December 04, 2024, after 14:00 hrs. onwards.**

**1.4** The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion. The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering. After examination, if any of the bidder is found not to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

**1.5** The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party about design or any part of the system.

**1.6 A pre-tender briefing meeting (pre-bid meeting) of the intending tenderers (off-line mode) will be held at 14:00 hrs. on December 24, 2024, to clarify any point / doubt raised by them in respect of the tender.** No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the correspondence and points / conditions / specifications requiring clarifications shall be given in writing addressed to The General Manager (Officer in Charge), Reserve Bank of India, Kochi, and shall be submitted before **14:00 hrs. on December 24, 2024.** The tenderers are expected to get all the issues

clarified during the above meeting and should desist from deviating from the Bank's tender conditions / specifications in their tender (Part-I and Part-II).

**1.7** Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.

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

## **2.0 Submission of Tender**

**2.1** The Tender shall be submitted separately online on MSTC site in two parts, viz, Part-I and Part-II, "Part-I – Technical and Commercial" and "Part-II – Price Bid", respectively. The tenderers shall sign with seal and date in all pages of the Part-I of the tender document, fill details in the required pages, and then scan and upload in the e-tendering portal.

**2.2** No tender will be accepted after **14:00 hrs. on January 06, 2025**, under any circumstances whatsoever.

**2.3** Intending tenderers shall remit **₹ 42,700/- (Rupees forty-two thousand seven hundred only)** as Earnest Money Deposit, as mentioned in section-II- para 12.0 of the tender document.

**2.4** On receipt of intimation from the Bank of the acceptance of submitted tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft articles of agreement ([Annexure-5](#)) and the schedule of conditions, but the written acceptance by the Bank of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

## **3.0 Part-I – Technical & Commercial Bid**

**3.1** The part-I of the tender shall contain the unpriced tender consisting of all the documents mentioned in section-II- para 1.2 and of complete technical specification including drawings and documents and commercial terms and conditions such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc.

**3.2** Part-I of the tender as submitted shall also contain the following:

(i) Earnest Money Deposit in the form of NEFT / Demand Draft (DD) / Bank Guarantee (BG) issued by a scheduled Bank in India, as mentioned in section-II- para 12.0 of the tender document.

(ii) Power of Attorney / Authorization with the seal of the company / firm in the name of the person signing the tender documents.

(iii) The tenderer shall also indicate whether they have the capacity to manufacture, supply, install, test, and commission all the required systems within the stipulated completion period.

(iv) List of deviation, if any, in commercial / technical specification.

(v) The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure-3](#)) that they will maintain the DG set satisfactorily and also provide the spare parts and service support for a minimum period of 08 years from the date of expiry of the defect liability period (DLP) of 02 years.



(vi) The tenderers shall indicate their service set up details in Kochi, from where the proposed DG set will be serviced. The details shall include number of technical personnel, phone / mobile numbers and addresses for contact / lodging of service requests and the details of emergency service after / before office hrs. available.

(vii) The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

(viii) Any other technical information the tenderer wishes to furnish.

(ix) Any other information relevant to the proposed work.

(x) List of works / facilities etc. to be provided by the Reserve Bank of India for installation, commissioning and testing of the system.

#### **4.0 Part-II – Price Bid**

**4.1** The part-II of the tender shall contain prices in Indian Rupees only with breakup of the price as per format mentioned in 'Unpriced Schedule of Quantities'. Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards Non-comprehensive Annual Maintenance Contract (AMC) will also be in Indian Rupees only.

**4.2** Schedule of Quantities shall be duly filled in MSTC website only.

**4.3** This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the entire work in respect of provision of the DG set to be paid for according to actual measured quantities at the rates / quantities provided in the schedule of rates (Part-II). In case of difference in the rate / amount mentioned in words and figures, the rate / amount whichever is lower shall be considered. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

**4.4** No request for any change in rate or conditions after the opening of the Part-II of the tender will be entertained.

#### **5.0 Opening of Tender**

**5.1** The technical & commercial bid (part-I) of the tenders will be opened **at 15:00 hrs. on January 06, 2025**, through on-line mode.

**5.2** The Bank shall evaluate the uploaded documents before processing the tenders and opening of price bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of part-II (Price Bid).

**5.3** The price bid (part-II) of those tenderers who are found eligible after scrutiny of their part-I of the tenders, will be opened on a subsequent working day, which will be intimated to all the eligible tenderers in advance.

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

## **6.0 Scope of Work**

**6.1** The scope of work shall include for the supply and erection of the following;

- a) 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 enclosures. The civil work (PCC plinth / foundation etc.) for placing and installing the DG set on the floor or on the ground as required for the above, shall be provided by the Bank. The Contractor shall furnish required details of foundation, i.e. size, thickness, etc. as required for the DG set.
- b) In-built standard fuel tank as recommended by OEM. The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor and provided with suitable rubber matting.
- c) The batteries with separate automatic battery charger unit shall be provided and mounted on a suitable size angle iron stand, duly painted, fixed to the floor and installed on suitable rubber matting.
- d) A heavy-duty residential-grade silencer with necessary length of exhaust piping, shall be provided from the engine exhaust, complete with long bends, bird screens, etc. along with supports.
- e) After all the equipment are erected, necessary parts like frames, GI parts, etc. shall be given two coats of approved quality paint as required for preventing corrosion, wherever applicable.
- f) The required sizes mentioned in unpriced bill of quantity (part-II) and the list of approved makes (part-I) of power cable of 1 run, 3.5 core, 150 sq. mm. XLPE insulated PVC sheathed, armoured aluminium conductor LT power cable of 1100V grade, for providing the following electrical connections the connection from DG set's internal supply terminal point / internal supply panel to the newly erected main electrical supply MCCB panel erected by the Bank at a nearby location inside the DG room (new), including the related end termination (1 no., at DG side) with brass compression glands and suitable lugs at both ends, suitable lugs as, gland earthing with min 16 gauge copper wire, (the cable) being laid through the open cable duct / route made by the Bank inside the DG room, in a properly clamped manner using suitable size saddling, complete with all necessary accessories, any minor civil / fabrication works as per the requirement and all relevant standards.
- g) The necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings / plans, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority such as State Govt., CPCB, SPCB etc., for their consent / approval. The contractor shall arrange for inspection of the installations by the statutory authorities and the entire installation shall be submitted to be certified. Defects, if any, pointed out by the above authorities / the Bank shall be rectified free of cost. However, any item of work beyond the scope of this work is to be carried out to meet their requirements, the same shall be carried out at mutually agreed extra rates. The official application fees to the statutory authorities only, if any, payable in this connection, will be reimbursed by the Bank subject to submission of original receipt issued by the authority.

- h) Provision of plate earthing using copper earth plate (600mm x 600mm x 3mm), Class 'B' grade, 50mm dia., for new DG set (total 4 nos. of earthing stations- 2 nos. for DG neutral earthing, and 2 nos. for DG body earthing), complete with inspection chamber of 450mm (length) x 450mm (width) x 300mm (depth), filled with sufficient amount of charcoal and salt, including all necessary accessories and fittings, confirming to relevant standards (IS: 3043), providing earth connection using copper / tinned-copper earth strip (25mm x 3mm) as required and as per standards, measurement of earth reading as per standards and ensuring they stay within the limits as prescribed by relevant standards.
1. The earth connection using copper / tinned-copper earth strip (25mm x 3mm) shall be for the the following connections (including riveting, soldering of copper strip with another copper strip or any other metallic surface, drilling / tapping suitable sized holes on the strip for jointing / termination purpose, proper termination of the strip at earth electrode / earth bench / DG set using all necessary accessories as required, complete as per standards and as directed);
    - Connection between neutral earthing stations and DG Room's neutral earth bench.
    - Connection between body earthing stations and DG Room's body earth bench.
    - Interconnection between 2 nos. neutral earth stations.
    - Interconnection between 2 nos. body earth stations.
    - Connection between DG Room's neutral earth bench and neutral earthing point inside DG set.
    - Connection between DG Room's body earth bench and body earthing point inside DG set (for alternate and engine).
  2. The copper strip shall be laid in the following manner;
    - Partially through ground via digging trench min. depth of 50cm and refilling the same after laying (cost included) (excavation required is for approx. 10 mtrs.).
    - Partially via clamping on surface manner using suitable clamps and insulators (cost included).

## **7.0 Drawings and Documents**

**7.1** The successful tenderer shall submit, in duplicate, on acceptance of the tender by the Bank, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank.

## **8.0 Packing and Dispatch**

**8.1** The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea / air / rail / road under Indian conditions. All equipment / components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's office building, Kochi.

## **9.0 Taxes and duties**

**9.1** The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, any other taxes / duties imposed by Central / State Government / Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges,

insurance charges for storage, erection, Testing, and Commissioning policy, workmen compensation and third party liability etc. till the DG set are finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

## 10.0 Validity of Tender

**10.1** The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

## 11.0 Language

**11.1** The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

## 12.0 Earnest Money Deposit & Security Deposit

**12.1** The Tender must be accompanied by Earnest Money Deposit of **₹42,700/- (Rupees forty-two thousand seven hundred only)**, remitted in favour of Reserve Bank of India, payable at Kochi. The account details for NEFT / RTGS transactions are as follows.

- Beneficiary Name: **KOCHIESTATE<space>Your Firm's Name**
- Beneficiary Account Number: **186003001**
- Beneficiary IFSC: **RBIS0KCPA01 ('0' is ZERO in both places)**
- Remarks: **125kVA DG Set- SQ**

The proof of remittance with transaction number (scanned copy) shall be uploaded along with the tender. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatekochi@rbi.org.in](mailto:estatekochi@rbi.org.in).

**12.2** EMD shall also be submitted in the form of Bank Guarantee, whose format is given in [Annexure-4](#). Scanned copy of EMD shall be uploaded along with the tender.

**12.3** Tender not accompanied by such EMD is liable to be rejected.

**12.4** The bidders who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on nonacceptance of their bid. The EMD of unsuccessful tenderers in Part-II shall be released to them without any interest after award of work.

**12.5** The Earnest Money Deposit of the successful tenderer alone shall be held by the Bank as security for the execution and due fulfilment of the contract. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be invoked.

**12.6** No interest shall be paid on the EMD. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

**12.7** The above Bank Guarantee (EMD) of the successful bidder shall be discharged on acceptance of the tender by the Bank, and on production of a new Bank Guarantee towards Security Deposit, whose format is given in [Annexure-6](#).

**12.8** Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

**12.9** Should the successful Tenderer fail to furnish the Security Deposit, the NEFT / Demand Draft (DD) / Bank Guarantee (BG) towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

## **12.10 Security Deposit**

### **12.10.i. Bank Guarantee during execution of work**

On award of contract, the successful tenderer shall furnish an amount equal to **10% (ten percent)** of the contract value in the form of a Bank Guarantee (Security Deposit) from any scheduled Bank in the form prescribed by the Bank as per [Annexure-6](#) (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract.

- a) This Bank Guarantee towards security deposit for the due fulfilment of the contract, shall be valid for the contract completion period up to the date of handing over of the DG set. The BG shall be suitably extended till completion of the work plus three (3) months in case of extension of contract period.
- b) The successful tenderer failing to furnish the Performance Bank Guarantee within stipulated time period shall be liable for penalty at bank rate for the delay period and their tender shall be liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.
- c) The NEFT / DD / Bank Guarantee (BG) towards earnest money deposit furnished at the time of submission of tender will be returned thereafter.

### **12.10.ii. Bank Guarantee during Defect Liability Period and AMC period:**

After completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per [Annexure-6](#), for due fulfilment of the terms and obligations of the DLP and AMC contract, for an amount equal to **10% of the capital cost of work valid for initial 05 years**, and thereafter for an amount of **5% of the Capital cost of work for rest 05 years**. The BG shall be renewed 2 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and AMC set out in the tender at any time during the currency of committed period of **ten (10) years (two-year DLP and 08 years AMC)**.

**12.11** All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the earnest money deposit and the security deposit if the amount so permits, and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

### **13.0 Lowest Tender Not Necessarily to Be Accepted**

**13.1** The Bank is not bound to accept the lowest / any tender or to assign any reason for non-acceptance.

**13.2** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify / withdraw the tender.

### **14.0 Right to Accept Part Tender**

**14.1** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

### **15.0 Evaluation of Tender**

**15.1** The tenders will be evaluated on the basis of Total Cost of Ownership (TCO), i.e., using capital cost quoted and also taking into account the effect of rates quoted for Non-comprehensive Annual Maintenance Contract for a period of 08 years after expiry of two-year warranty period (Defect Liability Period). Further, the TCO will be found by using Net Present Value (NPV) method and the AMC rates quoted shall be automatically multiplied by the NPV factor for 08 years (MF = 5.93). For arriving at the NPV of AMC amount as mentioned before, the following will be considered;

(a)	Discount factor	8% per annum
(b)	Period of AMC	08 years
(c)	Payment terms of AMC	Quarterly payment after satisfactory completion of the service

$$\text{Total Cost of Ownership (TCO)} = [ A + ( F * B ) ]$$

Where, A= Capital Cost DG Set  
B= Non-comprehensive AMC Value of DG Set  
F= 5.93 (Multiplying Factor for 08 years of AMC)

### **16.0 Signing of Contract Agreement**

**16.1** The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, conditions of contract and technical specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order / final contract to be entered into with the successful tenderer.

**16.2** The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his / their having acquainted himself / themselves in the general conditions of contract, Technical specifications, etc.

**16.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

**16.4** On receipt of intimation from the Bank of the acceptance of submitted tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement ([Annexure-5](#)). **The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender, in itself, will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

**16.5** The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

### **17.0 Import and Export License**

**17.1** Import License, if required, will be obtained by the Tenderer. All necessary documents / fees required to be submitted / paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

**17.2** The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation / withdrawal. If the tenderer fails to restore the export license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

### **18.0 Inspection of materials / work at manufacturer's works / site**

**18.1** Before dispatching the equipment to site, the equipment may be inspected by the Bank's engineer at the manufacturers' works and then cleared for shipment. The contractor shall at his own expense, offer to the inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the relevant specifications attached to this tender document.

**18.2** Further, the Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

**18.3** The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system / components after erection and commissioning at the designated place.

**18.4 Cost of Inspection:** The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test / inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of travelling, boarding and lodging, of the Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

**18.5 Method of Testing:** The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**18.6 Inspector Authority to certify performance:** The Bank's Engineer shall have the power-

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

**18.7 Consequence of rejection:** If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery / completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase / execute or authorize the purchase / execution of quantity / work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability regarding supply under the contract; or
- iii) Cancel the contract and purchase / execute or authorize the purchase / execution of the quantity / work of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause applies as far as applicable.

**18.8 The Bank's Engineer's decision as to rejection is final:** The Bank's Engineer 's decision regarding the rejection shall be final and binding on the contractor subject to contractor's appeal.

## **19.0 Completion Period**

**19.1** Time allowed for carrying out the work is **60 days from the tenth day from the date of work order / intimation from the Bank**, as mentioned in the Memorandum, shall be strictly observed by



the Contractor and it shall be reckoned from the tenth day after written order to commence the work is issued from the Bank. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Liquidity Damages" stated in section-V- "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

**19.2** The contractor shall submit a **Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent**. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

**19.3** Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

## **20.0 Insurance**

The contractor shall take insurance policies in the joint names of the Bank and the contractor (the Bank's name being first) from date of despatch of first consignment of material from manufacturer, till the completion of work or handing over the DG set to the Bank. The rates quoted shall include the cost of these insurance policies. The policies shall cover the following risks:

- Transit insurance for transportation from manufacturer's to site (By air / sea / road etc., as applicable).
- Contractors all risk insurance inclusive of fire, earthquake, storage, erection, Testing, and Commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹10 lakhs and with a limit of ₹2 lakh per accident.

**Note:** These policies shall be valid till the completion of work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

## **21.0 Warranty and Non-Comprehensive Maintenance Contract (AMC)**

**21.1** The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate / handing over for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 24 months, the contractor (successful tenderer) shall make periodical inspection of the working of the DG set free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him.

## **21.2 Non-comprehensive Annual Maintenance Contract (AMC)**

The tenderer shall quote his rates in rupees per DG Set per annum and shall furnish an undertaking for providing Non-comprehensive Maintenance Contract for satisfactorily providing support, spares and maintain the DG set satisfactorily for a minimum period of 08 years from the expiry of 24 months free warranty period.

The AMC shall include all labour charges and supervisory charges towards inspection of towards all equipment of the DG set (including Engine, Alternator and standard panel, etc.), **which shall be carried out monthly**, and a report submitted to the Bank about the health, condition of the DG set, along with recommendations, if any. It will also include all labour charges and supervisory charges required for annual maintenance and other works as recommended by the manufacturer and preparation of estimates for all breakdown and repair works.

The spares and consumables as required (as per list of minimum spares as recommended by the OEM) will be arranged by the contractor with prior approval of the Bank and will be paid by the Bank over and above the agreed AMC charges.

This service contract shall be renewed annually. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below, failing which penalty shall be applied during DLP and AMC. The tenderer shall indicate details such as the service from which the DG set will be serviced, the staff strength at that center, and the availability of spares for the system at that center.

The tenderers shall quote their charges for the above Non- comprehensive annual maintenance service contract of the DG set which will be applicable after the expiry of the two-year defect liability period, the contract amount shall be paid on quarterly basis on rendering satisfactory service and producing corresponding service reports duly signed by the Bank's Engineer.

These rates quoted for AMC shall remain firm for the first year of AMC (after expiry of two-year DLP), and these charges will also be considered while evaluating tender as prescribed in the section-II- para 15.0 "evaluation of tenders". Further renewal amount for the AMC shall be worked out as per the following formula:

$$A_c = A_p / 100 [ 15 + 60 \times (W_{Pc} / W_{Pp}) + 25 \times (C_{Ic} / C_{Ip}) ]$$

$A_c$  = The contract amount for the current year.

$A_p$  = The contract amount for the previous year.

$W_{Pc}$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.

$W_{Pp}$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.

$C_{Ic}$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the current year.

$C_{Ip}$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the previous year.

### 21.3 Scope of works during Warranty and AMC

The DG set shall be guaranteed against faulty workmanship / poor material quality and failures due to the same, for minimum of 24 months from the date of commissioning. The major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block 85 Connecting rod should carry warranty for 5 years / 5000 running hours. No compromise will be entertained on this clause. The warranty should be from manufacturer of the engine and alternator and not by assemblers or any other agency.

**Certificate / letter for the same from engine manufacturer need to be produced along with tender submission documents.**

The Bank will not provide any assistance in the form of men / material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to deputing skilled personnel, including procurement and use of all necessary spares for rectification of the defects reported / observed. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below, failing which penalty shall be applied as under:

<b>Sl. No.</b>	<b>Type of Defect</b>	<b>Rectification Time (hrs.)</b>	<b>Penalty (per day)</b>
(a)	Any defects resulting in total failure of the system.	<b>12</b>	<b>₹1,000/-</b>
(b)	Any defects in independent devices, components, cables, which may not result in total failure of the system.	<b>24</b>	<b>₹500/-</b>

## **22.0 Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

### **First Stage Payment:**

60% of the accepted amount on pro-rata basis against delivery of all materials at site after checking the same and on submission of the following documents:

- i) The Manufacturer's Inspection and Test Certificates
- ii) The 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.
- iii) The Bank Guarantee towards Security Deposit ([Annexure-6](#))
- iv) The Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per the tender conditions.
- v) The Factory Inspection report signed by the Bank's Engineer.

### **Second Stage Payment:**

25% of the quoted rate on pro-rata against erection, testing and commissioning.

### **Final Stage Payment:**

Balance 15% payment shall be released against submission of Bank Guarantee as per section-II-para 12.10.ii of the tender document and submission of approval from local Regional Pollution Control

Board, Chief Electrical Inspectorate, Fire Department or Municipality, as applicable in local bylaws and permission to run the generator (viz., consent to establishment and consent to operation), if applicable and complying with the technical observations of the DG set inspecting authority by the firm and on submission of confirmation in writing that the contractor has completed the work as observed / pointed out by the inspecting authority.

**The date of issue of operating license shall be reckoned as the date of handing over of the DG set.**

### **Other Issues**

**23.** The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure-3](#)) that they will maintain the DG set satisfactorily for a minimum period of 08 years from the date of expiry of the two-year defect liability period at the rate quoted by them in this contract towards non-comprehensive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

**24.** The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes must be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

**25.** The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

**26.** A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

**27.** The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays / Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

**28.** Guarding and protecting hoist way shall be responsibility of the tenderer from the date of commencement of work at site.

**29.** The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

**30.** The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

**31.** A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderers are expected to explain in detail the various designs in DG set mechanism offered, which would give a more enhanced working and finish.

**32.** The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

**33.** The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hrs. / beyond office hrs. / Saturdays / Sundays / Bank's holidays.

**34.** The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and in compliance of the requirement of the local public authorities and to the requirements of the Inspectorate and any other Acts / Rules / Regulations and no deviation on any account will be permitted.

**35.** The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and / or any other authorities and obtain necessary permit as required and conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. **The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.**

I / We hereby declare that I / we have read and understood the above instructions for the guidance of the tenderers.	
Witness	Signature of tenderer
Address	Address
Date	Date

## Section-III- Safety Code

### General Safety

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

### **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 feet from Ground level.
11. None of the passages near lifts 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.

Place:

Signature and Seal of The Contractor

Date:

## Section-IV – The Conditions Hereinafter Referred To

### Interpretation Clause

**1.0** In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of__ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri. _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix Hereinbefore Referred To, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	“Notice in writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(f)	“Act of Insolvency”	Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(g)	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h)	“The works”	Shall mean the ‘Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi’ as provided herein.



Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

## **Scope of Contract**

**2.0** The work includes Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi and obtain all necessary statutory approval and maintenance of the DG set during guarantee / AMC period. Complete replacement means complete removal of all DG Set equipment, including from the site and installation of new DG set's equipment, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" regarding:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and / or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under section-IV-clause-29.0 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided, always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

**3.0** Scope of contract also includes minor Civil and Structural steel works connected with the installation of the DG set.

## **Contractor's Duties**

**4.0** Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.

b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.

c) Give required notices.

d) Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.

e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

### **Variations to be approved by Employer**

**5.0** The Contractor shall submit a statement of variations giving a 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 it.

### **Drawings, Schedule of Quantities & Agreement**

**6.0** The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Drawings and Specifications to the Bank.

### **Work sequence**

**7.0** The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

### **Contractor's use of premises**

**8.0** The site of the work is an occupied office building. Contractor's use of premises shall be subject to following:

a) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.

b) Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

### **Contractor to provide everything necessary at his cost**

**9.0** The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided

that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

### **No disruption to normal office functions**

**10.0** This project is a DG Set replacement work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

**11.0** If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Client dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests. The Contractor shall perform such work during Client dictated hours and shall include all costs in its tender.

**12.0** The Contractor shall keep noise levels below 75dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Client of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

### **Protection of Work and Property**

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

### **Authorities, Notices and Patents**

**14.0** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and / or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under section-IV-clause-22.0 thereof.

**14.1** 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.

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

### **Setting out of works**

**15.0** The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of 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 Employer.

### **Materials and workmanship to conform the descriptions**

**16.0** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and / or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and / or carry out any test of any materials which the Employer may require.

### **Contractor's superintendence and representative on the works**

**17.0** The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the section-V- "Appendix Hereinbefore Referred To". The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

### **Dismissal of Workmen**

**18.0** The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

### **Access to Works**

**19.0** The Employer and their respective representatives shall at all reasonable times have free access to the works and / or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

## **Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer**

**20.0** The term "Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager / Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer 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 any stage of the works or after the same is completed.

### **Assignments and Sub-letting**

**21.0** The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**22.0** No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of section-IV-clause-26.0 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

### **Schedule of Quantities**

**23.0** 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 section-IV-clause-26.0 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.

### Sufficiency of Schedule of Quantities

**24.0** 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.

### Measurement of Works

**25.0** The Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's 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 Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) / The Bank's Engineer shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

### Prices for extra etc. ascertainment of

**26.0** The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of section-IV-clause-5.0 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a)	(i)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar 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 the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.	

(c)	Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
(d)	Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed.
The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the section-V- "Appendix Hereinbefore Referred To", or if not stated, then defined in <u>section-IV-clause-25.0</u> hereof.	

### **Unfixed materials when considered to be the property of the Employer**

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

### **Removal of improper work**

**28.0** 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any payment due, or that may become due, to the Contractor.

### **Defects after virtual completion**

**29.0** Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the section-V- "Appendix Hereinbefore Referred To", if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such

damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any payment 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 payment 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 section-II-clause-12.0 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 material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in section-IV-clause-21.0 and section-IV-clause-22.0, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this clause and section-IV-clause-2.0 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

### **Certificate of Virtual Completion and Defects Liability Period**

**30.0** The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

### **Nominated Sub-Contractor**

**31.0** All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and / or Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing;

a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

### **Other persons employed by Employer**

**32.0** The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be



required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

### **33.0 Insurance in respect of damage to person and property**

**33.1** The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including losses and damages due to fire, earthquake risk and damages during storage, erection, testing and commissioning, in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.**

**33.2** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer.

**33.3** The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract and also during CAMC period or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.**

**33.4** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom.

**33.5** Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

**33.6** The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

**33.7** Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

#### **Date of Commencement and Completion**

**34.0** The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the section-V- "Appendix Hereinbefore Referred To" or such later date as may be specified by the Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the section-V- "Appendix Hereinbefore Referred To", subject nevertheless to the provisions for extension of time hereinafter contained.

#### **Damages for Non-completion**

**35.0** If the Contractor fails to complete the works by the date stated in the section-V- "Appendix Hereinbefore Referred To", or within any extended time under section-IV-clause-36.0 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the section-V- "Appendix Hereinbefore Referred To" as "Liquidated Damages" for the period during which the said works shall so remain incomplete.

## **Delay and Extension of Time**

**36.0** If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and / or Specification or (e) by reason of Employer's instructions as per section-IV-clause-2.0 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

## **Failure by Contractor to comply with Employer's instructions**

**37.0** If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

## **Termination of Contract by the Employer**

**38.0** If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of 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 Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer,

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

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

Or if the Employer determine that the Contractor;

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

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

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty 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 in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

### **Termination of Contract by Contractor**

**39.0** If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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 section-IV-clause-26.0 hereof.

### **Certificates and Payments**

**40.0** The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named

in the section-V- "Appendix Hereinbefore Referred To" as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as the "Defects Liability Period" in the section-V- "Appendix Hereinbefore Referred To", from the Date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under section-IV-clause-2.0 and section-IV-clause-29.0 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

**40.2** The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

**40.3** No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

**40.4** Payments shall be made within the period named in the section-V- "Appendix Hereinbefore Referred To" as "Period for Honouring Certificates" after such Certificates have been delivered to the Employer.

### **Delayed Payment**

**41.0** Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the section-V- "Appendix Hereinbefore Referred To", carry interest at the rate named in the section-V- "Appendix Hereinbefore Referred To", as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

### **Matters to be finally determined by Employer**

**42.0** The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under section-IV-clause-2.0(a), 2.0(b), 4.0, 7.0, 12.0, 19.0, 28.0, 36 (a, b, c, d, e, f) hereof (which matters are herein referred to as the "exempted matters") shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall

be subject to the right of arbitration and review under section-IV-clause-43.0 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

### **Settlement of dispute by arbitration**

**43.0** In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Kochi, India.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavour to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of dispute which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression “exempted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule and Final Acceptance certificate.

#### **Right of technical scrutiny of final bill**

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

#### **Employer entitled to recover compensation paid to workmen**

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

#### **Abandonment of Works**

**46.0** At any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

#### **Return of surplus materials**

**47.0** Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and / or criminal breach of trust, be liable to the Employer for all payments,

advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

#### **Right of Employer to terminate Contract in the event of death of Contractor, if individual**

**48.0** 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.

#### **Accident Reports**

**49.0** In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports, the reports shall be sent without delay and at the same time that they are forwarded to any other parties.

#### **Marginal Notes**

**50.0** The notes in the box and in the catch lines hereto and in the Annex's hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annex's hereto.

#### **Special Conditions: Progress of Work**

**51.0** Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.

**52.0** The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.



**Section-V – Appendix Hereinbefore Referred To**

1.	Defects Liability Period	24 months from the date of Virtual Completion Certificate.
2.	Period of Final Measurement	1 month from the date of final commissioning.
3.	Date of Commencement	10th day from the date of letter of award of work.
4.	Date of Completion	Date of Virtual Completion Certificate
5.	Liquidated Damages at the rate of	0.25% of the contract value per week, subject to a maximum of 10% of the contract value of the delayed period.
6.	Value of Works for Interim Certificates	As per <u>section-II- para 22.0</u> of part-I.
7.	Period for Honouring Certificates	1 month for interim bills and 3 months for final bill.
8.	Rate of Interest for Delayed Payments	3% per annum.

<b>Employer</b>	<b>Contractor</b>
-----------------	-------------------

## **Section-VI – Technical Specifications & Schedule of Work**

These specifications are intended to cover the complete design, supply, installation, testing, commissioning, and handing over of DG Set with all materials in accordance with the drawings and specifications, of 125kVA, 415V, 3-phases, 1500 rpm, with engine having inbuilt liquid-cooled / approved coolant-cooled radiator, acoustic enclosure, control cables, batteries, battery charger and associated accessories.

### **1.0 Scope of Work:**

The scope of work shall include for the supply and erection of the following;

- a) 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 enclosures. The civil work (PCC plinth / foundation etc.) for placing and installing the DG set on the floor or on the ground as required for the above, shall be provided by the Bank. The Contractor shall furnish required details of foundation, i.e. size, thickness, etc. as required for the DG set. **A detailed layout drawing showing the DG set's location may be found in section-VII- 'Technical Drawings' of part-I of this tender document.**
- b) In-built standard fuel tank as recommended by OEM. The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor and provided with suitable rubber matting.
- c) The batteries with separate automatic battery charger unit shall be provided and mounted on a suitable size angle iron stand, duly painted, fixed to the floor and installed on suitable rubber matting.
- d) A heavy-duty residential-grade silencer with necessary length of exhaust piping, shall be provided from the engine exhaust, complete with long bends, bird screens, etc. along with supports.
- e) After all the equipment are erected, necessary parts like frames, GI parts, etc. shall be given two coats of approved quality paint as required for preventing corrosion, wherever applicable.
- f) The required sizes mentioned in unpriced bill of quantity (part-II) and the list of approved makes (part-I) of power cable of 1 run, 3.5 core, 150 sq. mm. XLPE insulated PVC sheathed, armoured aluminium conductor LT power cable of 1100V grade, for providing the following electrical connections the connection from DG set's internal supply terminal point / internal supply panel to the newly erected main electrical supply MCCB panel erected by the Bank at a nearby location inside the DG room (new), including the related end termination (1 no., at DG side) with brass compression glands and suitable lugs at both ends, suitable lugs as, gland earthing with min 16 gauge copper wire, (the cable) being laid through the open cable duct / route made by the Bank inside the DG room, in a properly clamped manner using suitable size saddling, complete with all necessary accessories, any minor civil / fabrication works as per the requirement and all relevant standards.
- g) The necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings / plans, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority such as State Govt., CPCB, SPCB etc., for their consent / approval. The contractor shall arrange for inspection of the installations by the statutory authorities and the entire installation shall be submitted to be certified. Defects, if any, pointed out by the above authorities / the Bank shall be rectified free of cost. However, any item of work

beyond the scope of this work is to be carried out to meet their requirements, the same shall be carried out at mutually agreed extra rates. The official application fees to the statutory authorities only, if any, payable in this connection, will be reimbursed by the Bank subject to submission of original receipt issued by the authority.

- h)** Provision of plate earthing using copper earth plate (600mm x 600mm x 3mm), Class 'B' grade, 50mm dia., for new DG set (total 4 nos. of earthing stations- 2 nos. for DG neutral earthing, and 2 nos. for DG body earthing), complete with inspection chamber of 450mm (length) x 450mm (width) x 300mm (depth), filled with sufficient amount of charcoal and salt, including all necessary accessories and fittings, confirming to relevant standards (IS: 3043), providing earth connection using copper / tinned-copper earth strip (25mm x 3mm) as required and as per standards, measurement of earth reading as per standards and ensuring they stay within the limits as prescribed by relevant standards. **A detailed drawing of the earthing station may be found in section-VII- 'Technical Drawings' of part-I of this tender document.**

1. The earth connection using copper / tinned-copper earth strip (25mm x 3mm) shall be for the the following connections (including riveting, soldering of copper strip with another copper strip or any other metallic surface, drilling / tapping suitable sized holes on the strip for jointing / termination purpose, proper termination of the strip at earth electrode / earth bench / DG set using all necessary accessories as required, complete as per standards and as directed);
  - Connection between neutral earthing stations and DG Room's neutral earth bench.
  - Connection between body earthing stations and DG Room's body earth bench.
  - Interconnection between 2 nos. neutral earth stations.
  - Interconnection between 2 nos. body earth stations.
  - Connection between DG Room's neutral earth bench and neutral earthing point inside DG set.
  - Connection between DG Room's body earth bench and body earthing point inside DG set (for alternate and engine).
2. The copper strip shall be laid in the following manner;
  - Partially through ground via digging trench min. depth of 50cm and refilling the same after laying (cost included) (excavation required is for approx. 10 mtrs.).
  - Partially via clamping on surface manner using suitable clamps and insulators (cost included).

## **2.0 Technical Specification for Diesel Engine as Accessories Engine**

2.1 The diesel engines shall be of the direct injection, with liquid-cooled radiator, optimized turbocharger for increased altitude capabilities, operating at a nominal speed of 1500 rpm, confirming to ISO 3046 / ISO 8528 / ISO 1460 / BS 5514/IS 60034-1 and capable of developing not less than 155 BHP at 100% load and 0.8pf lag with fan power included and coupled to 125kVA alternator rated for prime duty.

2.2 The engine shall meet the current emission norms (CPCB-4).

2.3 The engine fitments shall include but not be limited to the following: -

- a) Flexible coupling / Close Coupled alternator and flywheel.
- b) Dry type air filter with clogged condition indicator (the filter shall be easily approachable for maintenance).

- c) Radiator inbuilt in the common skid base frame and engine suitable to run the DG set at 10% overload at an ambient of 50°C, keeping the acoustic doors in closed condition.
- d) Engine driven fuel pump.
- e) Engine driven coolant pump.
- f) Engine driven lubricant / lube oil pump, oil cooler and filter.
- g) Silencers with residential-grade.
- h) 12V / 24V DC starter and battery charging alternator.
- i) Microprocessor based monitoring and control system capable of operator interface to the DG set manually, remote start / stop control, shut down fault indication, shall be having electronic LCD type display for displaying engine and alternator parameters, compatible for BMS integration through RS485 communication..
- j) The fuel consumption should be as detailed below:
  - 1. 100% Load = less than 28 ltrs. per hour.
  - 2. 75% Load = less than 20.5 ltrs. per hour.
  - 3. 50% Load = less than 15.5 ltrs. per hour.

Tenderers may mention the fuel consumption at above mentioned load in technical bid under Technical Compliance (Section-VIII- Technical Particulars). The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceeds 10% of the committed value as per manufacturer design.

- k) Daily fuel service tank as per the current CPCB norms with minimum 225 litres capacity (standard integral tank). The location of the tank depends on standards manufacturing design.

2.4 The engine speed shall be regulated through Electronic Governing system which shall also provide the over speed protection. The AVR should have adjustable V / Hz feature to adjust and obtain best possible block loading capacity.

2.5 The generator sets shall have the following protection features in-built in the controller;

- a) Engine Safety Features and Protection
  - 1. Low Oil Pressure Warning
  - 2. High Coolant Temperature Warning
  - 3. Low Coolant Level (Warning or Shut Down)
  - 4. Low Oil Pressure Warning
  - 5. High Coolant Temperature Shut Down
  - 6. Fail to Crank Shut Down
  - 7. Cranking Lockout
  - 8. Over speed Shut Down
  - 9. Emergency Stop Shut Down
  - 10. Fault Log for at least Last 5 Faults
  - 11. Weak Battery Warning
  - 12. Battery Voltage Monitoring
  - 13. Coolant Temperature Monitoring
  - 14. Low Lube Lubricant Oil Pressure Safety

- 15. High Engine Speed Safety
- 16. Engine Run Hours

b) Electrical Safety Features and Protection

- 1. High AC Voltage Protection
- 2. Low AC Voltage Protection
- 3. Under Frequency Protection
- 4. Loss of Excitation
- 5. Weak Battery
- 6. Monitoring Feature

c) Fault Codes Display

- 1. Programmable Isochronous or drop governing ability
- 2. High Coolant Temperature (Trip / Alarm)
- 3. Over Speed (Trip / Alarm)
- 4. Low Lubricant Oil Pressure (Trip / Alarm)
- 5. Low Coolant Level (Trip / Alarm)
- 6. Battery Charging failure

d) Starter Motor Protection: Automatic speed dependent starter disengagement on startup.

2.6 The following accessories shall be supplied with the DG set.

- a) Common base frame for the engine, alternator, and radiator.
- b) Anti-vibration mounts of reputed make of requisite quantity to be provided between engine and base frame, and alternator and base frame.
- c) Protective guards for all rotating parts is compulsory.

2.7 Batteries:

- a) The batteries shall be of maintenance free type with pure Lead-Tin thin Plate (LTP) technology or Maintenance free. The battery Casing should be Fire Retardant.
- b) Battery shall be suitable for three successive starting attempts each of 10 seconds duration with a gap of 5 seconds between successive starts. The Ah of batteries shall be as recommended by manufacturer.
- c) The batteries shall be supplied and provided with standard automatic charger of suitable capacity to charge the batteries connected with the DG Set.

### 3.0 Technical Specification for Alternator:

The alternator should be horizontal foot mounted, single / double bearing, self-excited, brush-less, screen protected, drip proof, continuous duty alternator conforming to **IS 4722 / BS 2613 / IEC:34** with Class "H" insulation, IP-23 enclosure incorporating the following:

- a) Continuous damper winding.
- b) AVR to be part of the alternator.
- c) Terminal box with both ends of each phase winding brought to terminals.

- d) Single bearing / Double Bearing
- e) Rated Power factor - 0.8 pf (lag)
- f) Rated voltage - 415V
- g) Rated frequency - 50Hz
- h) No of phases - 3
- i) Enclosure - SPDP
- j) Degree of protection - IP-23
- k) Ventilation - self-ventilated, air cooled
- l) Ambient temperature - max. 40°C
- m) Insulation class - H
- n) Temperature rise - within class H limits for rated loads
- o) Voltage regulation -  $\pm 1\%$
- p) Overload duration / capacity - 10% for 01 hrs. in every 12 hrs. continuous use
- q) Frequency variation - as defined by Engine Governor ( $\pm 1\%$ )
- r) Type of AVR - Electronic
- s) Anti-friction bearings with grease lubrication arrangement.

3.1 The following control system should be available for the generator set

- a) Local or remote start and stop
- b) Control Switch: Off / Run/ Auto Mode
- c) Led indicating lamps for indicating the following status
  1. Not in Auto Mode
  2. Shutdown
  3. Remote start command
- d) Fault reset switch
- e) Emergency stop switch

3.2 The following digital metering indications are required for the DG set.

- a) Engine Parameters:
  1. Lubricant oil pressure
  2. Coolant temperature
  3. Engine speed
  4. Engine hours run
  5. Battery voltage
- b) Alternator Parameters:
  1. Phase voltage LL
  2. Parallel bus voltage
  3. Phase current
  4. Frequency
  5. Total and per phase kVA
  6. Alternator exciter duty and governor duty

3.3 The following protections are required for the DG set.

a) Engine protections:

1. Low Lubricant oil pressure	-	Warning (W) / Shutdown (SD)
2. High coolant temperature	-	W / SD
3. Low coolant temperature	-	W
4. Low coolant level	-	W / SD
5. Oil pressure sender	-	W
6. Engine temperature sender	-	W
7. Fail to crank	-	SD
8. Over crank	-	SD
9. Over speed	-	SD
10. Low and high battery voltage	-	W
11. Weak battery	-	W
12. Dead Battery	-	SD
13. Magnetic pick up failure	-	SD

b) Alternator protections:

1. Over voltage	-	SD
2. Under voltage	-	SD
3. Under frequency	-	SD
4. Over frequency	-	W / SD
5. Loss of excitation	-	SD

c) Local isolation on engine standard control panel shall be ensured by providing 250A, 50 kA rated MCCB.

**Set mounted microprocessor-based Controller with AMF Feature** - The Genset mounted microprocessor-based controller shall operate in mains monitoring mode to enable the auto mains failure feature ensuring seamless transition from mains power to generator power without requiring any additional panel and manual intervention.

The controller shall be so designed that in the case 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. On restoration of main supply, the generator supply shall not be cut-off immediately, but after time lag as recommended by the OEM, 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.

**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).

#### 4.0 Technical Specification for Acoustic Enclosure:

a) Construction of Acoustic Enclosure- Acoustic enclosure shall be powder coated and fabricated out of 1.4mm (min.) thickness MS sheet. The silent canopy shall be of nut bolt type construction.

Powder coating is to be done after surface treatment process of sheet metal. The canopy panel and doors shall have inside lining of fire-retardant foam as acoustic material. Hinged doors shall be provided to the canopy, of which one door shall have glass window for control panel.

- b) Surface Treatment-Painting- The enclosure surface shall be pretreated with 11 tank process, and thereafter they shall be coated with high quality powder and shall be baked in uniform temperature in a conveyor oven.
- c) Base Frame- The base frame shall be rugged in construction and designed for mounting engine and flexible coupling / close coupled alternator, with cross members mounted on AV. They shall be fabricated with MS HR sheet steel of suitable thickness. The base frame shall be pretreated and coated with primer-based powder / epoxy paint.
- d) Fuel Tank- Fuel tank shall be fabricated out of 2mm or 3mm MS HR sheet integrated with base frame (detachable) and is fitted with in-built standard fuel tank as recommended by OEM.
- e) Silencer- Residential-grade silencer shall be provided to suppress exhaust noise from the engine to meet latest CPCB norms. The silencer and attached exhaust pipe should be properly covered with glass wool insulation and aluminium sheet.
- f) Emergency Push Stop Button- The canopy shall have the provision of emergency push button, external to the canopy.
- g) Performance Parameters- The DG with canopy shall be manufactured as per ISO 3744 / ISO 8528 PT 10 to meet latest CPCB norms of average 75 dBA under green field conditions @1mtr. distance from all four sides. The average stabilized hot air temperature rise within the canopy is maintained within 10°C over and above ambient temperature.

## 5.0 Technical Specification for Earthing

- a) The Earthing installations shall conform to the Indian Electricity Rules- 1956, as amended from time to time and IS 3043-1989 "code of practice for earthing", with latest amendments till date.
- b) Earth Pit- An earth pit shall be excavated, with a minimum size of 900mm x 900mm and a depth of 3 mtrs. below the surface. Excavation shall be carried out by adopting necessary safety measures to prevent damage to existing facilities / cables etc.
- c) Copper Plate and Earth Strip- The copper plate of size 600mm x 600mm x 3mm shall be used for earthing stations, as mandated by relevant standards. Double run Copper Earthing strip of 25mm x 3mm should be provided for interconnecting the copper plate of the earthing station and the end point, suitably laid. The two copper strips are to be fixed to the copper plate electrode minimum 150mm apart horizontally. Each strip is to be fixed to the copper plate at minimum two places with Brass nut & bolts 150mm vertically apart and also welding / brazing has to be covered with non-corrosive material / heavy coat of bitumen. All earthing strips except the short horizontal strip fixed to the GI Pipe at each pit shall be provided with High Insulation PVC Sleeves While making the connection between earth pit and end points, riveting, soldering of copper strip with another copper strip or any other metallic object is also included in the scope of work.
- d) Class 'B' grade, 50mm dia., 3mtrs. length GI Pipe shall be provided with continuous holes of 12mm dia., drilled in zig-zag fashion, spacing 15 cm apart, throughout the pipe's length. Suitable clamps made of 40mm x 6mm galvanized MS flats complete with bolt and nut shall be provided with the electrodes at 100mm from the top end for connecting earth conductor / strip. No joints



will be allowed in the earth electrode. Funnel with a mesh shall be provided on the top for watering purpose. The pipe / pit shall be driven at least 2 mtrs. clear from masonry / building structure, and the distance between two pits shall be not less than 2 mtrs. when installed in parallel (preferably distance is twice the length of the electrode i.e. 6 mtrs.).

- e) Filling of Earth Pit- Earth Pit has to be filled with charcoal, sand, salt alternatively. At bottom 150 mm layer of salt and charcoal pieces shall be filled around the copper plate before installation. Sufficient amount of charcoal and salt shall be used at site, as prescribed in the relevant standards. Charcoal, sand, and salt has to be watered and rammed as tight as possible for proper bonding of the electrode with the adjacent soil. The quantity specified for the back-fill materials are the minimum requirement as per standards. However, it is the scope of the contractor to increase the back-fill materials as per site conditions to meet the minimum earth resistance requirement.
- f) Inspection Chamber- The inspection chamber shall be 450mm (length) x 450mm (width) x 300mm (depth), unless otherwise stated, and shall be built with 125mm thick cement mortar (6:1) brick work (both inside, outside, and all faces plastered and neatly finished with 1.5 mm thick cement plaster), and finally, the visible portion above ground level painted in white colour. A Cast Iron (CI) cover plate of minimum 10 mm thickness, painted black, with pulling hooks, shall be provided to cover the earth pit. A base frame of suitable dimensions shall be fixed to the top portion of the earth pit chamber to accommodate the earth pit cover. On the cover, date of the testing and average resistance value shall be written with yellow paint on black background. After construction / installation minimum 200mm of the chamber should be above ground level. Care shall be taken regarding level of the floor surrounding the earth so that the connector is not too deep in the masonry or projecting out of it.
- g) Measurement of Earth Pit Resistance- The earth resistance using Fall of Potential method shall be measured by an approved earth testing apparatus with valid calibration certificate for individual earth pits in the presence of the Bank's Engineer. The Earth resistance shall be less than or equal to 5 ohms. If the earth pit resistances are not within the limits, regeneration with charcoal and salt shall be carried out by the contractor without any additional cost.
- h) Earth Lead Conductor- The earth conductor when laid inside building / DG room shall be taken either exposed on cable racks / trays, walls, ceiling, etc. or embedded in concrete depending on installation. Connection of earthing leads to earth electrode and termination of flat earth continuity conductor to equipment shall be made by means of bolting. Connection of stranded earth wire to earth bus as well as to equipment shall be made through crimping type lugs and bolting. Jointing and tapping of flat earth conductor shall be done as per standard.

**5.1 A detailed drawing of the earthing station may be found in section-VII- 'Technical Drawings' of part-I of this tender document.**

## **6.0 Warranty**

6.1 The DG set shall be guaranteed against faulty workmanship / poor material quality and failures due to the same, for minimum of 24 months from the date of commissioning or 30 months from the date of dispatch, whichever is earlier. The major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block, Connecting Rod etc., should carry a warranty for 5 years / 5000 running hrs. No compromise will be entertained on this clause. **The warranty should be from OEM's (Original Equipment Manufacturer's) of the engine and alternator and by the bidder. The certificate /**

**letter for the same from engine manufacturer need to be produced along with tender documents.**

6.2 To ensure timely service backup in case of emergency, it is very essential that manufacturer service office is available in Kochi, apart from their respective service dealers. The tenderer should submit the toll-free number details in India for the engine manufacturer to ensure speedy service support.

6.3 To ensure compliance to latest CPCB norms in force currently in India for DG set, those manufacturers having two different models need to quote for the better emissionized model.

6.4 Non-compliance to any of the above specifications / requirements should be clearly mentioned in the tender, point by point.

## **7.0 Compliance Standards**

7.1 BS 4999 / 5000 pt. 99, VDE 0530, UTE 5100, NEMA MG1-22 CEMA, IEC 34, CSA 22.2, AS 1359, BSS 5514, ISO 3046 AND ISO 85.

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

- a) In-built standard fuel tank as per OEM design.
- b) The fuel level gauge to be provided with a proper scale with a minimum division of 05 ltrs.
- c) Drain plugs shall be provided for draining mobile oil.
- d) FR casing battery shall be provided in a tray or on MS stand.

7.3 Exhaust piping- All MS pipes for exhaust lines shall be conforming to relevant IS. The runs forming part of factory assembly on the engine flexible connections up to exhaust silencer, shall be the exhaust piping item. The work includes necessary cladding of exhaust pipe work using 50mm thick loosely bound resin (LBR) mattress / mineral wool / rockwool, density not less than 120 kg/m<sup>3</sup>, and aluminium cladding (0.6mm thick) for complete portion, including the silencer for thermal insulation. The exhaust pipe system includes necessary supports, foundation etc., to avoid any load or stress on turbo charger / exhaust piping, whose provision shall be included in the scope of the tenderer.

7.4 Spares and Tools- The tenderer shall submit the list of standard tools and spares to be supplied along with the DG set (without any extra cost).

7.5 The following tests are to be carried out for the internal DG control panel and necessary certificates be submitted by the contractor before dispatch of the DG set to the site.

- a) Insulation resistance test with 1000 V megger with all switchgear in closed position.
  1. Phase-to-Phase - 2.5 Mega ohms
  2. Phase-to-Neutral - 1.5 Mega ohms
- b) Meters and relay calibrated and tested through secondary injection tests.

7.6 The Earthing installations shall conform to the Indian Electricity Rules- 1956, as amended from time to time and IS 3043-1989 "code of practice for earthing", with latest amendments till date. The earth resistance using Fall of Potential method shall be measured by an approved earth testing apparatus with valid calibration certificate for individual earth pits in the presence of the Bank's Engineer. The Earth resistance shall be less than or equal to 5 ohms. If the earth pit resistances are not within the limits, regeneration with charcoal and salt shall be carried out by the contractor without any additional cost.

## **8.0 Foundation / Cable trench**

The Contractor shall submit the drawing for required foundation and cable trench as per the site condition. The Bank will execute the necessary civil works in this connection.

## **9.0 Testing and Commissioning**

- a) The DG set 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) All major items / equipment, i.e. engine and 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 and testing on a mutually agreed date. The cost of the representative's visit to the factory will be borne by the Bank.
- d) The Bank also reserves the right to inspect the DG set's or any of its part's fabrication job at factory and the successful tenderer must make arrangements for the same.
- e) The DG set will be tested at factory on various loaded conditions for ascertaining the fuel consumption, along with values of other important parameters, as mentioned below;
  1. 1 hour at 50% load
  2. 1 hour at 75% load
  3. 1 hour at 100% load
  4. 1 hour at 110% load

During testing, the DG set shall be operated as mentioned above under in respectively mentioned load conditions, for a total period of 4 hours, including one hour on 10% overload at the end. 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. The fuel required for testing at factory shall be provided by the contractor only.

- f) The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceed 10% of the committed value. All other parameters shall be tested as per relevant IS standards. The contractor shall provide all the consumables like fuel, engine oil, lubricant etc. necessary for this testing, and shall fully charge the fuel tank with fuel after completion of site testing, free of cost, and the related charges are borne by the Contractor. The contractor shall submit necessary test report on completion of the tests to Bank.

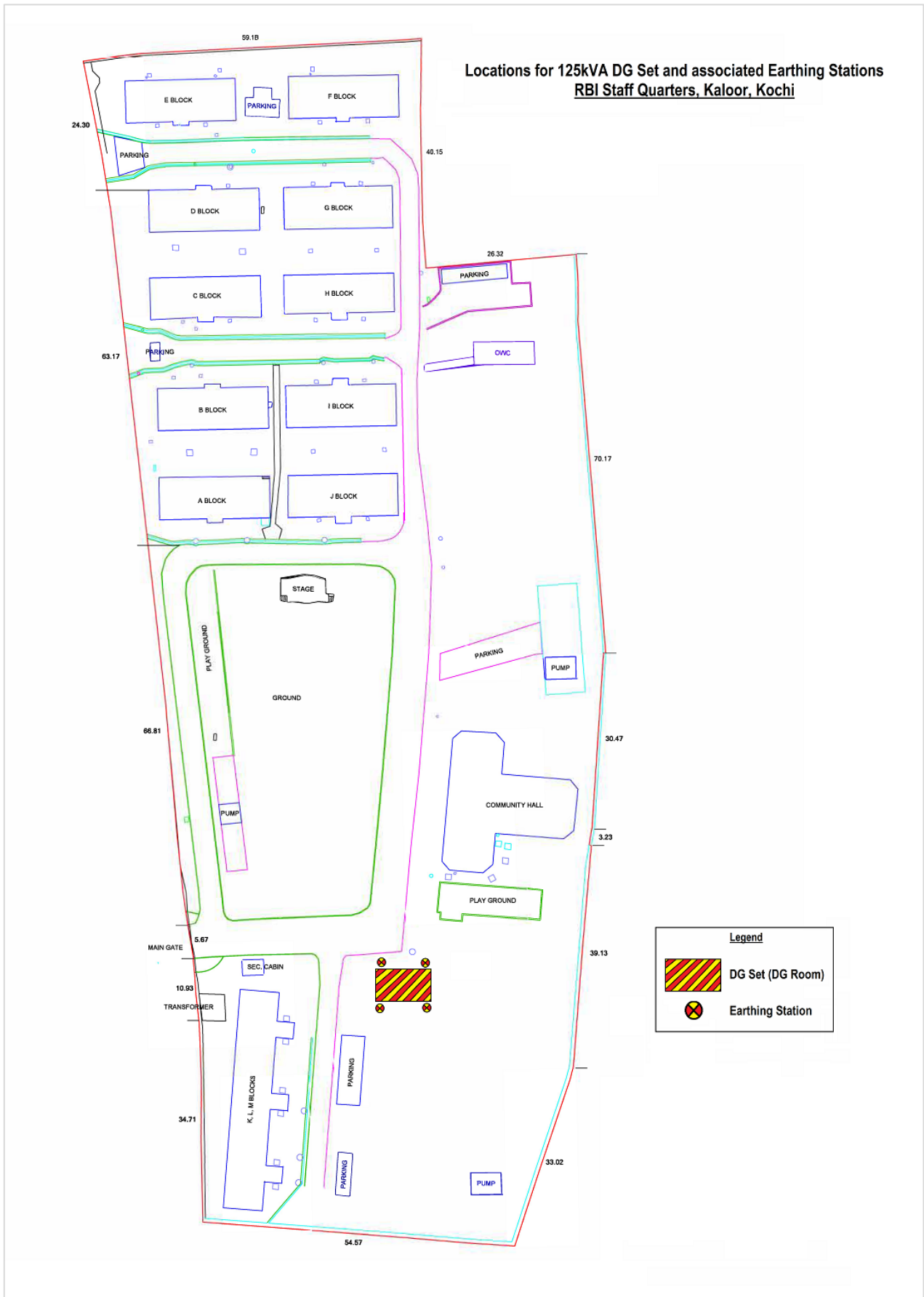
- g) In addition to testing at factory, the DG set shall be tested for proper functioning for a total run of 2 hours at full load at site conditions / Bank's SQ premises. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test necessary test report shall be furnished to Bank.

Place:

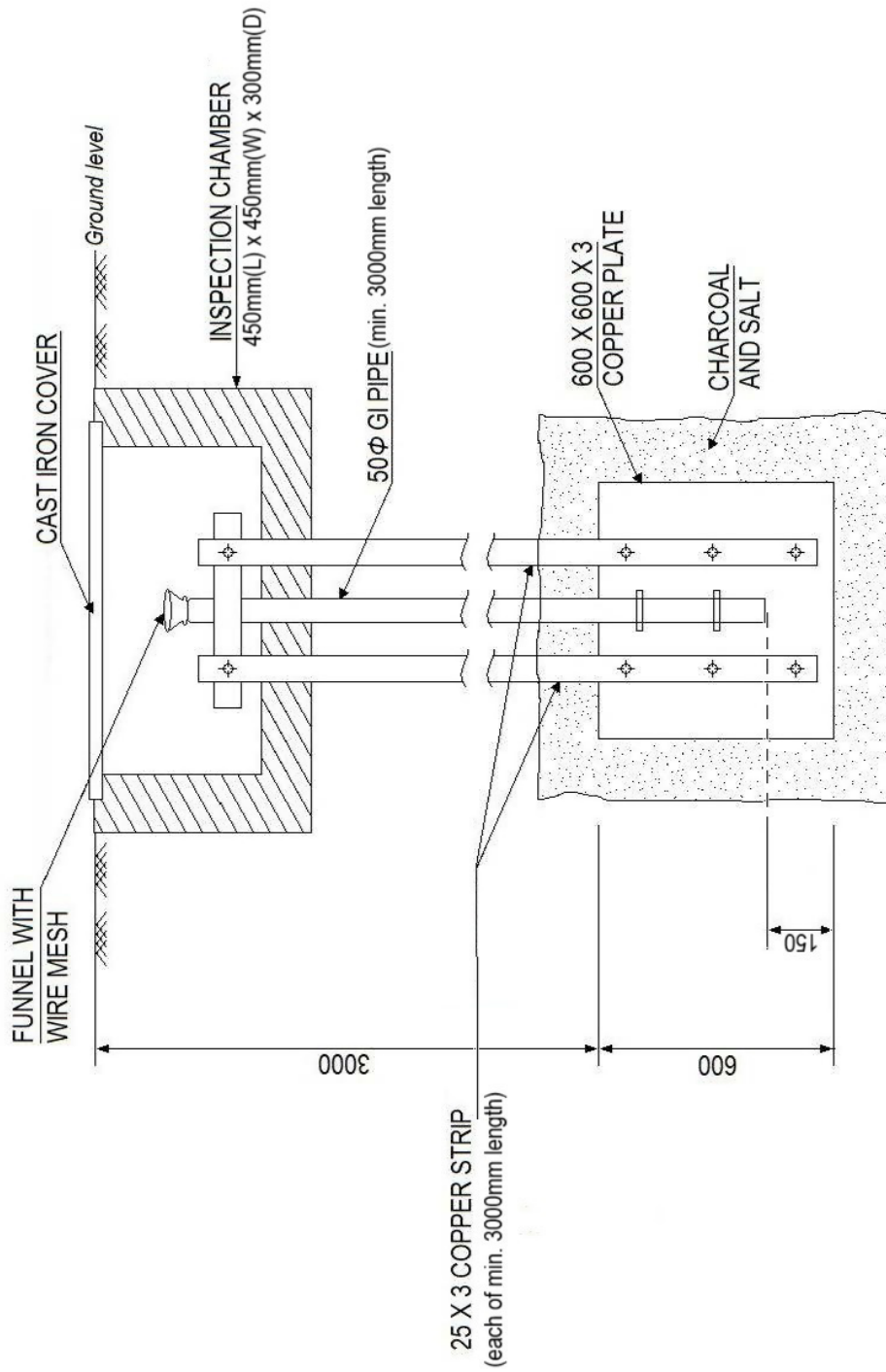
Signature and Seal of The Contractor

Date:

## Section-VII – Technical Drawings



**Diagram- Copper Plate Earthing  
(using 600mm x 600mm x 3mm Copper Plate)**



All dimensions are in mm.

### Section-VIII- Technical Particulars

(To be furnished by the tenderer)

Sl. No.	Description	Tenderer's Offer
<b>1.</b>	<b>Engine</b>	
	Make	
	Model Number	
	Type	
	Type of cooling system	
	Type of silencer	
	Fuel tank capacity	
	Engine BHP at 1500 RPM	
	Type of Governor	
	Fuel consumption at 100%, 75% and 50% load per hour	
<b>2.</b>	<b>Alternator</b>	
	Make	
	Model Number	
	Frame size	
	Rated Voltage	
	Capacity in kVA	
	Excitation	
	% Regulation	
	Type of Enclosures	
	Class of insulation for winding	
	Whether brushless or not	
<b>3.</b>	<b>Batteries (FR Casing)</b>	
	Make	
	Voltage	
	Capacity in Amp. Hours	
	Whether stand included or not	
	Whether separate automatic battery charger unit included or not	
<b>4.</b>	<b>Coupling</b>	
	Type	
	Whether guard provided or not	
	Whether base plate is included or not	
<b>5.</b>	<ul style="list-style-type: none"> <li>• <b>Dia. of exhaust pipe</b></li> <li>• <b>Thickness of exhaust pipe</b></li> <li>• <b>Thickness and type of insulation</b></li> </ul>	
<b>6.</b>	<b>General</b>	
	Overall Size of DG set L x W x H	
	Overall Weight of DG set	

	Noise Level of DG set at one meter with Acoustic Enclosure	
7.	<b>List of tools normally supplied with the engine &amp; alternator, free of cost</b>	
8.	<b>List of spares normally supplied along with the engine &amp; alternator, free of cost.</b>	

The GA Drawings along with site dimensions shall be submitted by the intending tenderer as an attachment with this tender.

Place:

Signature and Seal of The Contractor

Date:



**Section-IX – List of Approved Makes**

<b>Sl. No.</b>	<b>Equipment</b>	<b>Approved Make</b>
1	Engine	Kirloskar Oil Engines / Cummins / Greaves / Leyland / Baudouin / Mahindra / Caterpillar / Perkins
2	Alternator	Kirloskar Electric / Crompton Greaves / Stamford / NGEF / LS
3	Cable (1100V, XLPE)	Polycab / Finolex / RR Kabel
4	MCCB / MCB / Contactor	Legrand / L&T / ABB / Siemens / Schneider / Alstom
5	Meters	L&T / Havells / GE / AE / Meco / Conserve / Rishab
6	Battery	Exide / Amaron / OEM recommended
7	Contactor	L&T / Siemens / ABB / Merlin Gerin

Place:

Signature and Seal of The Contractor

Date:

**Section-X – Checklist of Commercial Conditions**

<b>Sl. No.</b>	<b>Description</b>	<b>The Bank's Terms</b>	<b>Acceptance of the Bank's Terms (Yes / No)</b>
1	Validity of Tender	90 days from the date of opening of Part-I.	
2	Earnest Money Deposit (EMD)	<b>₹42,700/- (Rupees forty-two thousand seven hundred only).</b>	
3	Terms of payment for work.	As per section-II-clause-22.0 of Part-I of the tender.	
4	Terms of payment for CAMC.	Quarterly payment after satisfactory completion of the service and submission of duly signed service reports. (As per section-II-clause-21.0 of Part-I of the tender).	
5	Technical Specifications	As per section-VI and section-VII of Part-I of the tender.	
6	Terms, Conditions and Payment terms during CAMC.	Confirm that the terms, conditions and payment terms for the CAMC and conditions for renewal of CAMC as per the tender provision are acceptable.	
7	Warranty Period / DLP	24 months from date of handing over of the entire work including defective material & workmanship.	
8	Service after sales	Free of cost during the warranty period (DLP), including replacement of any material / assembly / equipment / software if found necessary.	
9	Completion Period	<b>60 days from the tenth day from the date of work order / intimation from the Bank</b> as per detailed completion program indicated in section-II-clause-19.0 of Part-I of the tender.	
10	Liquidated Damages	As per section-V- "Appendix Hereinbefore Referred To".	
11	Penalty for delay in providing service.	As per section-II-clause-21.0 of Part-I of the tender.	
12	Service Facility	Shall be available at Kochi and approachable on telephone, pager, and mobile.	

13	Committed period for system CAMC	At least 8 years after two-year defect liability period (DLP).	
----	----------------------------------	--	--

Place:

Signature and Seal of The Contractor

Date:



भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA

[www.rbi.org.in](http://www.rbi.org.in)

**Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi**

**Part-II  
(Price Bid)**

**Unpriced Bill of Quantities**

Sl. No.	Description of Item	Unit	Qty.	Rate
1	<p><b>Generator Set:</b> Basic price for design, supply, installation, Testing, and Commissioning and handing over of an auto-start silent diesel generator set of capacity of 125kVA, 3-phase, 415V, 50Hz, (155 Bhp at 100% load at 0.8 pf lag, with acoustic enclosure as per latest norms by the Central / State Govt.) as per latest CPCB / SPCB norms, complete with diesel engine, alternator, engine, standard internal electrical control panel, water-cooled / approved coolant-cooled radiator, residential-grade silencer with insulation, self-starting device, batteries with connecting FRLS 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, drawings, etc. in part-I. The amount quoted shall be inclusive of following:</p> <ol style="list-style-type: none"><li>Basic rate.</li><li>Cost of transportation, loading-unloading, placement, and storage, including any other duties, levies etc.</li><li>All insurance policies as described in part-I of tender document.</li><li>Charges for erection, Testing, and Commissioning of the DG set, including obtaining relevant and necessary approvals from statutory authorities as mentioned in part-I.</li><li>Cost of all consumables like diesel, lubricant oil etc. required for testing and commissioning of the new</li></ol>	nos.	1	<p><i>Please quote the rate per unit excl. of GST (a) and the system will automatically calculate the GST and show the final amount by using following formula;</i> <b>Sl. No. 1 = a*Qty.*1.18</b></p>

	<p>DG set, including the testing at factory premises (04 hrs.) and at site (02 hrs.) as mentioned in part-I.</p> <p>f) Supply, laying, Installation, testing, commissioning, and termination at both ends of 1 run of 1100V grade 2.5 sq.mm x 6 core XLPE copper conductor armored cable of sufficient length (around 15-20 mtr length) between alternator and near by EB distribtution Panel in cement paved ground/soil through excavation, using suitable size HDPE pipe, or fixed on walls with suitable saddling, complete with all necessary accessories as per the requirement and all relevant standards, and as directed by the Bank's Engineer.</p>			
2	<p><b>Power Cable:</b> Supply, laying, testing and commissioning of 1 run, 3.5 core, 150 sq. mm. XLPE insulated PVC sheathed, armoured aluminium conductor LT power cable of 1100V grade, for providing the following electrical connections the connection from DG set's internal supply terminal point / internal supply panel to the newly erected main electrical supply MCCB panel erected by the Bank at a nearby location inside the DG room (new). The rates shall include for the related end termination (1 no., at DG side) of the cable(s) with brass compression glands and suitable lugs at both ends, suitable lugs as, gland earthing with min 16 gauge copper wire, complete as per standards and as directed. The cable shall be laid through the open cable duct / route made by the Bank inside the DG room, in a properly clamped manner using suitable size saddling, complete with all necessary accessories, any minor civil / fabrication works as per the requirement and all relevant standards, and as directed by the Bank's Engineer.</p> <p>Note: Clamping / saddling required is for approx. 10 mtrs.</p>	r. mtrs.	15	<p>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula;  <b>SI. No. 2 = a*Qty.*1.18</b></p>
3	<p><b>Earthing Station:</b> Supply, installation, testing and commissioning of plate earthing using copper earth plate (600mm x 600mm x 3mm), 50mm diameter 3 mtrs. class B GI pipe, charcoal (min 50 Kg), and salt) for new DG sets, including provision of masonry enclosure with lid / inspection cover, watering pipe, etc., including all necessary accessories and fittings, confirming to relevant standards (IS: 3043), technical specifications, drawings, etc. in part-I. The rates shall include the testing and measurement of the resistance of the new earth pit when connected together as well as individually measured, using earth megger (having valid calibration certificate). The readings shall be within the limits as</p>	nos.	4	<p>Please quote the <u>rate per unit excl. of GST (a)</u> and the system will automatically calculate the GST and show the final amount by using following formula;  <b>SI. No. 3 = a*Qty.*1.18</b></p>

	prescribed by relevant standards, IS: 3043. The works shall be completed as per relevant specifications and standards (IS: 3043), and as directed. The rate is inclusive of 2 nos. (min. 3 mtrs. each) of 25 x 3mm copper strips from the plate to the test point at the top. All bolt and nuts shall be of stainless steel.			
4	<p><b>Earth Strip:</b> Supply and laying of earth connection using copper / tinned-copper earth strip (25mm x 3mm) for the following connections;</p> <p>a) Connection between neutral earthing stations and DG Room's neutral earth bench.</p> <p>b) Connection between body earthing stations and DG Room's body earth bench.</p> <p>c) Interconnection between 2 nos. neutral earth stations. Interconnection between 2 nos. body earth stations. Connection between DG Room's neutral earth bench and neutral earthing point inside DG set.</p> <p>d) Connection between DG Room's body earth bench and body earthing point inside DG set (for alternate and engine).</p> <p>The rates shall include riveting, soldering of copper strip with another copper strip or any other metallic surface, drilling / tapping suitable sized holes on the strip for jointing / termination purpose. The rates shall include proper termination of the strip at earth electrode / earth bench / DG set using all necessary accessories as required, complete as per standards and as directed.</p> <p>The copper strip shall be laid in the following manner;</p> <p>a) Partially through ground via digging trench min. depth of 50cm and refilling the same after laying (cost included) (excavation required is for approx. 10 mtrs.).</p> <p>b) Partially via clamping on surface manner using suitable clamps and insulators (cost included).</p>	r. mtrs.	65	<p>Please quote the rate per unit excl. of GST (a) and the system will automatically calculate the GST and show the final amount by using following formula;</p> <p><b>SI. No. 4 = a*Qty.*1.18</b></p>
5	<p><b>Earth Bench:</b> Supply and installation of earth busbar (500 mm long, 25mm x 6mm copper strip) at DG set locations, with insulator brackets, using sufficient nuts and bolts (stainless steel) / fasteners, including connections of strips through drilling / tapping suitable sized holes for jointing / termination, and all other accessories for realizing connections / terminations to the same as required, complete as per standards and as directed.</p>	nos.	2	<p>Please quote the rate per unit excl. of GST (a) and the system will automatically calculate the GST and show the final amount by using following formula;</p> <p><b>SI. No. 5 = a*Qty.*1.18</b></p>
6	<p><b>Exhaust piping:</b> Supply and installation of insulated MS exhaust piping of suitable dia., MS heavy duty type, C-</p>	r. mtrs.	12	<p>Please quote the rate per unit excl.</p>

	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 loosely bound resin (LBR) mattress / mineral wool / rockwool, density not less than 120 kg/m <sup>3</sup> , and aluminium cladding (0.6mm thick) for complete portion, including the silencer, for thermal insulation, complete with required materials such as supports structure and all allied civil works as described in detailed technical specifications in tender, existing site conditions, and as directed by the Bank's Engineer. The support structures shall be duly painted to prevent corrosion.			<i>of GST (a) and the system will automatically calculate the GST and show the final amount by using following formula;</i> <b>Sl. No. 6 = a*Qty.*1.18</b>
7	Cost per annum for Non-comprehensive annual maintenance contract including spares for the newly installed DG set (Engine and Alternator), standard engine control panel, acoustic enclosure, batteries, battery charger unit etc., for 08 years after guarantee period (DLP) of 24 months, as per terms and conditions specified in Part-I, at existing GST rate. (C)	Rate per annum for DG set	1	<i>Please quote the rate per unit excl. of GST (a) and the system will automatically calculate the GST and show the final amount by using following formula;</i> <b>Sl. No. 7 = a*Qty.*1.18</b>
	<b>Total (incl. of GST)</b>			<i>(Sl. No. 1 + ..... + Sl. No. 6) + 5.93 * (Sl. No. 7)</i>

**Note:**

1. Rates are to be quoted only in the online price bid, Due to the limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each item given in the Unpriced Bill of Quantities (BoQ) given in part-II of the tender document. For execution and rate purpose, the details given in Bill of Quantities in part-II of the tender document will be implemented.
2. The bidders are advised to quote only base rate for items in part-II, i.e., the rates for the items in part-II should be quoted exclusive of GST. However, all the items in the price bid will be subjected to GST @ applicable rates, and the entire value (i.e., the base rate quoted by the successful bidder for item referred at serial number of price bid plus applicable GST thereon) will be taken as the total contract value of the work. No change in quoted rates will be accepted. Further, the AMC rates quoted shall be automatically multiplied by the NPV factor as indicated at section-II- para 15.0 of part-I.
3. The price bid format given above is only for illustrative purpose. Bidders are requested not to upload price bid along with part-I tender documents. Price should be submitted online, only through MSTC portal. Submission of price bid along with part-I tender documents will lead to disqualification of tender.

Place:

Signature and Seal of The Contractor

Date:



**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

We ..... (name of the bidder and address of their registered office) do hereby constitute, appoint, and authorize Mr. / Ms. .... (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature of Mr. / Ms. .... is attested below:

Signature(s) of the Bidder:

Name(s), Stamp / Seal of the Bidder:

**Note:** Power of Attorney should be properly stamped, and notarized Power of Attorney furnished by Contractor shall be irrevocable.

**PROFORMA OF UNDERTAKING FOR SITE VISIT BY CONTRACTOR**

(Regarding site visit by the tenderer to understand the work)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

We, ....., the tenderer for the above work, hereby confirm that, we have visited the site and understood the proper details of the existing DG set at the premises, and, the scope of work for the proposed new DG set.

Yours faithfully,

(.....)  
Authorized Signatory

***(Name and Address of the Company with Company Seal)***

Place:

Date:

**PROFORMA OF UNDERTAKING FOR MAINTENANCE CONFIRMATION BY THE BIDDER**

(To be issued by the bidder of the offered make of equipment on his letterhead, if the bidder is not the original equipment manufacturer (OEM))

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

We hereby undertake to maintain the DG set to be installed by us in your above premises satisfactorily, for a period of not less than 08 years after expiry of the two-year defect liability / warranty period, at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices-based formula, as provided in the tender document.

In the unlikely event of M/s ....., the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide all-inclusive annual maintenance service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

(.....)  
Authorized Signatory

***(Name and Address of the Company with Company Seal)***

Place:

Date:

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

Ref: **NIT / Advt. No....., dated.....**

WHEREAS

The Reserve Bank of India, Kochi having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

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

M/s ..... (name of the bidder and address of their registered office), (hereinafter called as "the Tenderer / Bidder"), who are our Clients / Constituents, intend to submit their Tender / Bid for the said work, and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ ..... (Rupees ..... only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

**1.0** We, ..... (name of the Bank), do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ ..... (Rupees ..... only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ ..... (Rupees ..... only).

**2.0** We also agree to undertake to and confirm that the sum not exceeding ₹ ..... (Rupees ..... only) as aforesaid shall be paid by us without any demur

or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

**3.0** We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

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

We hereby further agree that-

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

b) Our liability under these presents shall not exceed the sum of ₹ ..... (Rupees ..... only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said Clients / Constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ..... (..... months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the ..... or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ..... or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized Bank Official 's Signature (with Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named, in the presence of:

Witness

(1) Signature with  
Name, Address and Date

---

---

---

(2) Signature with  
Name, Address and Date

---

---

---

**Note:** 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.

**Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Kochi, Lissie Jn., Kaloor, Kochi- 682018, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai- 400001 (hereinafter called "the Employer") of one part and \_\_\_\_\_ (hereinafter called "the Contractor") of another part.

WHEREAS the Employer is desirous of carrying out the work of '**Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi**'. And has caused specifications and schedule of quantities describing the works to be done.

AND WHEREAS the said 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 herein and to the conditions set forth in the Special 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 Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

**1.0** In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.

**2.0** 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.

**3.0** The term "Architect" in the said conditions shall mean CGM-In-Charge, Premises Department, Reserve Bank of India, Mumbai, for the purpose of this contract.

**4.0** The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

**5.0** The said Conditions, Appendix and various schedules thereto and any correspondence exchanged between the Bank and the firm from the date of opening Part-I of the tender till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

**6.0** The plans, agreement and documents mentioned herein shall form the basis of this Contract.

**7.0** This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of '**Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi**', subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates / amounts contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

**8.0** The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations and fittings, telephone, air conditioning and any other ancillary works in the manner laid down in the said Conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

**9.0** The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

**10.0** Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within **60 days from the tenth day from the date of work order / intimation from the Bank** subject nevertheless to the provisions for extension of time.

**11.0** All payments by the Employer under this Contract will be made only at Kochi.

**12.0** All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Kochi and only Courts in Kochi shall have jurisdiction to determine the same.

**13.0** That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer(s).

**14.0** 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.

**14.1** The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

**14.2** The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.





**14.7.1** The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate / handing over for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 24 months, the contractor (successful tenderer) shall make periodical inspection of the working of the DG set free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him.

#### **14.8 Non-comprehensive Annual Maintenance Contract (AMC)**

The tenderer shall quote his rates in rupees per DG Set per annum and shall furnish an undertaking for providing Non-comprehensive Maintenance Contract for satisfactorily providing support, spares and maintain the DG set satisfactorily for a minimum period of 08 years from the expiry of 24 months free warranty period.

The AMC shall include all labour charges and supervisory charges towards inspection of towards all equipment of the DG set (including Engine, Alternator and standard panel, etc.), **which shall be carried out monthly**, and a report submitted to the Bank about the health, condition of the DG set, along with recommendations, if any. It will also include all labour charges and supervisory charges required for annual maintenance and other works as recommended by the manufacturer and preparation of estimates for all breakdown and repair works.

The spares and consumables as required (as per list of minimum spares as recommended by the OEM) will be arranged by the contractor with prior approval of the Bank and will be paid by the Bank over and above the agreed AMC charges.

This service contract shall be renewed annually. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below, failing which penalty shall be applied during DLP and AMC. The tenderer shall indicate details such as the service from which the DG set will be serviced, the staff strength at that center, and the availability of spares for the system at that center.

The tenderers shall quote their charges for the above Non- comprehensive annual maintenance service contract of the DG set which will be applicable after the expiry of the two-year defect liability period, the contract amount shall be paid on quarterly basis on rendering satisfactory service and producing corresponding service reports duly signed by the Bank's Engineer.

These rates quoted for AMC shall remain firm for the first year of AMC (after expiry of two-year DLP), and these charges will also be considered while evaluating tender as prescribed in the section-II- para 15.0 "evaluation of tenders". Further renewal amount for the AMC shall be worked out as per the following formula:

$$A_c = A_p / 100 [ 15 + 60 \times (W_{Pc} / W_{Pp}) + 25 \times (C_{Ic} / C_{Ip}) ]$$

$A_c$  = The contract amount for the current year.

$A_p$  = The contract amount for the previous year.

- $WP_C$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.  
 $WP_P$  = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.  
 $CI_C$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the current year.  
 $CI_P$  = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the previous year.

#### 14.9 Scope of works during Warranty and AMC

The DG set shall be guaranteed against faulty workmanship / poor material quality and failures due to the same, for minimum of 24 months from the date of commissioning. The major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block 85 Connecting rod should carry warranty for 5 years / 5000 running hours. No compromise will be entertained on this clause. The warranty should be from manufacturer of the engine and alternator and not by assemblers or any other agency. **Certificate / letter for the same from engine manufacturer need to be produced along with tender submission documents.**

The Bank will not provide any assistance in the form of men / material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to deputing skilled personnel, including procurement and use of all necessary spares for rectification of the defects reported / observed. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below, failing which penalty shall be applied as under:

Sl. No.	Type of Defect	Rectification Time (hrs.)	Penalty (per day)
(a)	Any defects resulting in total failure of the system.	12	₹1,000/-
(b)	Any defects in independent devices, components, cables, which may not result in total failure of the system.	24	₹500/-

#### 15.0 The contractor shall comply with the provisions of Prevention of Sexual Harassment at workplaces Act.

**15.1** The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

**15.2** Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

**15.3** The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to the Bank's employees, if sexual violence by the employee of the firm is proved.

**15.4** The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

**15.5** The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents the day and year first hereinabove 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 has caused these presents to be executed on its behalf, the day and year first hereinabove written.

*If the contractor is a company.*

**Signature clause**

**SIGNED AND DELIVERED by the Reserve Bank of India by the hand of**  
**Shri.** \_\_\_\_\_

**(Name and Designation)**

**In the presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Witnesses)**

**Signature clause**

**SIGNED AND DELIVERED by**

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

**In the presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Witnesses)**

**The COMMON SEAL OF \_\_\_\_\_  
Was hereunto affixed pursuant to resolutions  
passed by its Board of Directors at the meeting  
held on \_\_\_\_\_ in the  
presence of**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED AND DELIVERED by the Contractor by the  
hand of Shri. \_\_\_\_\_  
and duly constituted attorney.**

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

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

Ref: **NIT / Advt. No....., dated.....**

WHEREAS

The Reserve Bank of India, Kochi having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has awarded the Contract for the captioned work (hereinafter called "the Contract") to M/s ..... (name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND WHEREAS the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ ..... (Rupees ..... only) for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We, .....(name of the Bank), (hereinafter called "the Bank"), at the request of M/s ....., the Contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ ..... (Rupees ..... only) as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

**1.0** We, ..... (name of the Bank), do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor have not performed their obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ ..... (Rupees ..... only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Security Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ ..... (Rupees ..... only).

**2.0** We also agree to undertake to and confirm that the sum not exceeding ₹ ..... (Rupees ..... only) as aforesaid shall be paid by us without any demur

or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to the RBI any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

**3.0** We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that-

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and / or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith, shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ ..... (Rupees ..... only).

b) Our liability under these presents shall not exceed the sum of ₹ ..... (Rupees ..... only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said Clients / Constituents in Contracting for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ..... (..... days beyond the Defect Liability Period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the ..... or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ..... or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized Bank Official 's Signature (with Seal)

Name:

Designation:

Place:

Date:

Stamp / Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named, in the presence of:

Witness

(1) Signature with  
Name, Address and Date

---

---

---

(2) Signature with  
Name, Address and Date

---

---

---

**Note:** 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







**Date:**

**Supplier's Seal:**

**Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

**Date:**

**Bank's Stamp:**

**Authorized Signature of the Officer of the Bank:**

**PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST NON-COMPLIANCE TO  
CONTRACT LABOUR RULES / REGULATIONS**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

We, M/s ..... (name of the Contractor), hereby undertake that we shall comply with all the statutory rules / regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. the Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub- contractors.

Yours faithfully,

For M/s .....

(.....)  
Authorized Signatory

***(Name and Address of the Contractor with Sign and Seal)***

Place:

Date:

**PROFORMA FOR INDEMNIFYING THE EMPLOYER AGAINST PATENT RIGHTS**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Name of Work: **Design, Supply, Installation, Testing, and Commissioning of 125kVA Diesel Generator Set with Acoustic Enclosure for Staff Quarters, Reserve Bank of India, Kochi.**

We, M/s ..... (name of the Contractor), hereby undertake to fully indemnify and keep indemnified the Employer, i.e. the Reserve Bank of India, against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer- in-Charge in this behalf.

Yours faithfully,

For M/s .....

(.....)  
Authorized Signatory

***(Name and Address of the Contractor with Sign and Seal)***

Place:

Date:

**PROFORMA FOR LIST OF CLIENTS**

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

Sl. No.	Details	Client no. 1	Client no. 2	Client no. 3
1	Name, address, fax and telephone nos.			
2	Project name, location and address.			
3	Brief details of the work.			
4	Value of work as completed.			
5	Date of award of contract.			
6	Date of completion of work.			
7	Whether the work was carried out under architect / consultant, if so, details.			

**Note:** Add more columns in case of more than 3 clients.

Place:

Signature and Seal of The Contractor

Date:

**PROFORMA FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

Name and Address of the Client:

Details of Works executed by M/s ..... (name of the Contractor).

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 were executed:
10. Whether the contractor employed qualified Engineer / Overseer during execution of work?
11. (a) Quality of work (indicate grading):  
(Outstanding / Very Good / Good / Satisfactory / Poor)  
(b) Amount of work paid on reduced rates, if any:
12. (a) Did the contractor go for arbitration?  
(b) If yes, total amount of claim:  
(c) Total amount awarded:
13. Comments on 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)

Place:

Signature of Reporting Officer with Office Seal  
(Officer of rank of Executive Engineer or equivalent.)

Date:

**Note:** All columns shall be filled in, properly 'counter signed'.



**PROFORMA FOR BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost **₹21,35,700/-**.

Place:

Authorized Bank Official 's Signature with Bank's  
Seal

Date:

**Note:**

1. Bankers' certificates shall 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.

**PROFORMA OF LETTER OF AUTHORIZATION FROM THE OEM  
TO PARTICIPATE IN THIS BID**

(To be issued by the manufacturer of offered make of equipment on his letterhead)

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

Dear Sir,

Subject: Authorization Letter to M/s \_\_\_\_\_ for participation

in the bid for **Design, Supply, Installation, Testing and Commissioning of 125 kVA Diesel Generator Set with Acoustic Enclosure and other allied works at Bank's Staff Quarters, RBI, Kochi.**

We \_\_\_\_\_, (name and address of the manufacturer) the manufacturer of \_\_\_\_\_ 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 / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum 10 years from the date of this letter.

In the unlikely event of M/s \_\_\_\_\_ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 10 years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_

(Name of the manufacturer)

Signature of authorized signatory:

Name :

Designation :

Email address:

Address :

Date :

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

(On Bankers' Letter Head)

Place:

Date:

To,  
General Manager (Officer in Charge)  
Premises Section  
Reserve Bank of India, Kochi.

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 limit 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:**

1. Bankers' certificates should be on letter head of the Bank
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.