



**भारतीय रिज़र्व बैंक  
संपदा विभाग  
भुवनेश्वर**

**ई -निविदा आमंत्रित करने संबंधी नोटिस**

**बैंक के स्टाफ क्वार्टर विद्युत मार्ग (एसक्यूवीएम), भुवनेश्वर में नियंत्रण कक्ष और ध्वनिक संलग्नक के साथ 50 केवीए डीजल जनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए निविदा**

**(ई-निविदा संख्या: आरबीआई/भुवनेश्वर क्षेत्रीय कार्यालय/संपदा/1/24-25/ईटी/31)**

1. बैंक के स्टाफ क्वार्टर विद्युत मार्ग (एसक्यूवीएम), भुवनेश्वर में उपरोक्त कार्य के लिए एमएसटीसी वेबसाइट के माध्यम से ई-टेंडरिंग प्रक्रिया द्वारा ऑनलाइन निविदाएं आमंत्रित की जाती हैं। इस काम पर 9.9 लाख रुपये की लागत आने का अनुमान है और इसे 60 दिनों के भीतर पूरा किया जाना है।
2. सभी दस्तावेज़ एमएसटीसी वेब साइट पर अपलोड किए जाएंगे।
3. डीडी/अपरिवर्तनीय बैंक गारंटी/एनईएफटी द्वारा भुगतान के प्रमाण के रूप में बयाना राशि जमा (ईएमडी) क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक के नाम से संबोधित सीलबंद लिफाफे में जमा की जाएगी, जिस पर स्टाफ क्वार्टर विद्युत मार्ग (एसक्यूवीएम), भुवनेश्वर में नियंत्रण कक्ष और ध्वनिक संलग्नक के साथ 50 केवीए डीजल जनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए "ईएमडी" लिखा होगा।
4. जो कंपनियां निम्नलिखित पूर्व-अर्हता मानदंडों का पालन नहीं करती हैं और ईएमडी जमा नहीं करती हैं, उनकी निविदा भाग-II खोलने पर विचार नहीं किया जाएगा।
  - A. निविदाकार को या तो प्रस्तावित डीजी सेट का मूल उपकरण निर्माता (ओईएम) होना चाहिए या प्रस्तावित डीजी सेट के ओईएम का अधिकृत डीलर/प्रतिनिधि होना चाहिए। उपरोक्त के समर्थन में आवश्यक दस्तावेज़ निविदा भाग-I के साथ प्रस्तुत किए जाएंगे। निविदाकर्ता को लागू दस्तावेज़ अनुलग्नक XI के रूप में प्रस्तुत करना होगा।
  - B. पांच वर्ष से पहले का अनुभव: - निविदाकर्ता के पास डीजी सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य करने के क्षेत्र में न्यूनतम 5 वर्ष का अनुभव होना चाहिए। इसे स्थापित करने के लिए, निविदाकर्ता को ऐसे कार्यों के लिए 31 मार्च, 2019 को या उससे पहले जारी किए गए कार्य आदेश की प्रतियां और संबंधित पूर्णता प्रमाण पत्र की प्रति भी जमा करनी होगी।
  - C. अर्हताप्राप्त कार्य:-निविदाकर्ता को 31 मार्च, 2024 को समाप्त होने वाले पिछले पांच वर्षों के दौरान व्यक्तिगत रूप से निम्नानुसार "समान कार्य" निष्पादित करना होगा:

(a) तीन कार्य, प्रत्येक की लागत अनुमानित लागत का 40% से कम नहीं होनी चाहिए।

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(b) दो कार्य, प्रत्येक की लागत अनुमानित लागत का 50% से कम नहीं होनी चाहिए।

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(c) एक कार्य की लागत अनुमानित लागत का 80% से कम नहीं होनी चाहिए।

नोट: समान कार्य का अर्थ है 'कार्यालय भवनों/वाणिज्यिक परिसरों/औद्योगिक स्थापनाओं के लिए डीजी सेट (50 केवीए या उच्च रेटिंग) की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग और संबंधित कार्य।

(उपरोक्त को स्थापित करने के लिए, निविदाकार को ऐसे समान कार्यों के लिए कार्य आदेश की प्रतियां, और संबंधित पूर्णता प्रमाण पत्र की प्रतियां भी जमा करनी चाहिए)

और

D. पिछले 3 वर्षों (2020-21, 2021-22 और 2022-23) के दौरान लेखापरीक्षित वित्तीय विवरणों द्वारा समर्थित न्यूनतम वार्षिक कारोबार अनुमानित लागत का 100% होना चाहिए।

E. बिक्री के बाद सेवा प्रदान करने के लिए भुवनेश्वर में एक सेवा केंद्र करें।

5. ठेकेदार अपनी पात्रता के बारे में बैंक को संतुष्ट करने के लिए एमएसटीसी वेबसाइट पर निम्नलिखित जानकारी/दस्तावेज अपलोड करेंगे:

(a)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना का पूरा विवरण (चाहे ठेकेदार एक व्यक्ति हो या साझेदारी फर्म या कंपनी आदि) भागीदारों के नाम और पते, संस्था के अंतर्नियम / पावर ऑफ अटॉर्नी / किसी अन्य प्रासंगिक दस्तावेज की प्रति के साथ प्रस्तुत किया जाना चाहिए।
(b)	कार्य अनुभव और निर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	अर्हता प्राप्त कार्यों के लिए विस्तृत कार्य आदेशों की प्रतियां जिसमें कार्य देने की तारीख, दिए गए कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय आदि शामिल हों और पूर्ण होने की वास्तविक तिथि और निष्पादित समान कार्यों के वास्तविक मूल्य को दर्शाने वाले संबंधित समापन प्रमाण पत्र संलग्न किए जाने चाहिए। कार्य अनुभव का प्रमाण किसी भी केंद्र में भारतीय रिज़र्व बैंक के लिए कार्य करने के पिछले अनुभव, यदि कोई हो, के दस्तावेजी साक्ष्य के साथ विवरण भी दिया जाना चाहिए।
(c)	टर्नओवर	पिछले तीन वित्तीय वर्षों यानी 2020-21, 2021-22 और 2022-23 के लेखा परीक्षित वित्तीय विवरण, इन वित्तीय वर्षों के लिए टर्नओवर का उल्लेख करते हुए चार्टर्ड अकाउंटेंट के प्रमाण पत्र के साथ।
(d)	ठेकेदार की क्रेडिट योग्यता और निर्दिष्ट	पिछले तीन वर्षों के लिए उनकी साख और टर्नओवर के प्रमाण के रूप में ठेकेदार के व्यवसाय के नवीनतम अंतिम खातों के साथ-साथ चार्टर्ड अकाउंटेंट

	अवधि के दौरान उनका टर्नओवर	द्वारा प्रमाणित आयकर क्लियरेंस प्रमाणपत्र / आयकर मूल्यांकन आदेशों की प्रतियां संलग्न की जानी चाहिए।
(e)	बैंकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	संपर्क अधिकारियों (अर्थात् जिन व्यक्तियों) के नाम, डाक पते, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि जैसे पूरे विवरण के साथ उनके बैंकों के नाम और पते के बारे में लिखित जानकारी यदि आवश्यक हो तो बैंक द्वारा अपने बैंकों के कार्यालय में संपर्क किया जा सकता है) प्रस्तुत किया जाना चाहिए।
(f)	बैंक खातों का विवरण	उनके बैंक खातों का पूरा विवरण, जैसे खाता संख्या, खाते का प्रकार, कब खोला गया आदि जानकारी दी जानी चाहिए।
(g)	ग्राहकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	उनके ग्राहकों के नाम और पते के बारे में पूरी जानकारी, जैसे नाम, डाक पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर के साथ लिखित जानकारी। आदि, संपर्क अधिकारियों (अर्थात् वे व्यक्ति जिनसे आवश्यकता पड़ने पर बैंक अपने ग्राहकों के कार्यालय में संपर्क कर सकता है) को प्रस्तुत किया जाना चाहिए।
(h)	पूर्ण किये गये कार्यों का विवरण	ग्राहक-वार कार्य(कार्यों) के नाम, कार्य(कार्यों) के निष्पादन का वर्ष(वर्ष), दिए गए कार्य(कार्यों) की वास्तविक लागत, अनुबंध(अनुबंधों) में निर्धारित पूरा होने का समय और लिया गया वास्तविक समय कार्य(कार्यों) को पूरा करने के लिए, उन अधिकारियों/प्राधिकरणों/विभागों के नाम और पूर्ण संपर्क-विवरण प्रस्तुत किया जाना चाहिए जिनके तहत कार्य निष्पादित किया गया था/किए गए थे।
(i)	सेवा सेटअप का विवरण	बिक्री के बाद सेवा प्रदान करने के लिए प्रस्तावित कार्य वाले स्थान पर उनके सेवा केंद्र का पता और संपर्क विवरण।

6. इच्छुक निविदाकर्ता द्वारा बैंक को संतुष्ट करने में विफलता की स्थिति में; बैंक के पास निविदा प्रक्रिया में भाग लेने से इंकार करने का अधिकार सुरक्षित है।

7. इच्छुक निविदाकारों की बोली-पूर्व बैठक (ऑफ़-लाइन मोड) संपदा विभाग, भारतीय रिज़र्व बैंक, भुवनेश्वर में आयोजित की जाएगी।

8. (a) निविदा प्रपत्र देखने के लिए वेबसाइट [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) से डाउनलोड किए जा सकते हैं।

(b) भारतीय रिज़र्व बैंक के पक्ष में डिमांड ड्राफ्ट के रूप में ₹19,800/- की ईएमडी, जो भुवनेश्वर में देय हो / एनईएफटी या बैंक के मानक प्रोफार्मा में एक अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी, जो निविदा प्रपत्र (अनुलग्नक-III) में उपलब्ध है।

(c) निविदाकर्ताओं को उपरोक्त पैरा 5 में उल्लिखित सभी जानकारी और दस्तावेज जमा करने होंगे। जांच के बाद, यदि किसी भी निविदाकर्ता के पास आवश्यक पात्रता नहीं पाई जाती है, तो उनकी निविदाएं आगे की प्रक्रिया के लिए बैंक द्वारा स्वीकार नहीं की जाएंगी।

9. निविदाओं का भाग। निविदाकर्ताओं के अधिकृत प्रतिनिधि की उपस्थिति में, जो उपस्थित रहना चाहते हैं, निविदा की अनुसूची (एसओटी) पर ऑनलाइन खोला जाएगा। भाग-II (मूल्य बोली) पात्र निविदाकर्ता के लिए अगली तारीख पर खोली जाएगी जिसकी सूचना निविदाकर्ताओं को पहले से दी जाएगी।

10. आवेदकों/निविदाकर्ताओं को सबमिट/अपलोड करना होगा

- (a) अपने ग्राहकों से अनुबंध-II के प्रारूप के अनुसार ग्राहक का प्रमाण पत्र, जिनके लिए उन्होंने इस नोटिस में बताए गए पात्रता (पूर्व-योग्यता) मानदंडों के संदर्भ में "योग्य कार्य" किए हैं।
- (b) उनके बैंकर/बैंकरों से अनुबंध-VI में दिए गए प्रारूप के अनुसार बैंकर प्रमाणपत्र।

ग्राहक का प्रमाणपत्र केवल तभी स्वीकार किया जाएगा जब उस पर किसी सरकारी/अर्धसरकारी संगठन या पीएसयू के संबंध में कार्यकारी अभियंता/अधीक्षक अभियंता या समकक्ष रैंक के अधिकारी द्वारा हस्ताक्षर किए गए हों और केवल तभी जब वे प्राप्त भुगतान के पर्याप्त प्रमाण द्वारा समर्थित हों। ठेकेदार द्वारा उसके द्वारा किये गये कार्य के लिए। निजी संगठनों द्वारा जारी ग्राहक का प्रमाणपत्र भी स्रोत पर कर कटौती (टीडीएस) प्रमाणपत्र के साथ होगा। उपरोक्त प्रमाणपत्रों के बिना अपलोड किए गए आवेदन/निविदाएं अस्वीकार कर दी जाएंगी। बैंक को इन प्रमाणपत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा।

बैंक निविदाओं की मूल्य बोली खोलने से पहले उक्त रिपोर्ट का मूल्यांकन करेगा। यदि किसी भी निविदाकर्ता के पास किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी प्रदर्शन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। निविदा का भाग-I खुलने के बाद भी। बैंक ऐसा करने के लिए कोई कारण बताने के लिए बाध्य नहीं है।

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



Estate Department  
Reserve Bank of India  
Bhubaneswar

**e-Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.**

**e-Tender no.: RBI/Bhubaneswar Regional Office/Estate/1/24-25/ET/31**

### **Part I**

#### **(General Conditions & Technical Specifications)**

This document is the property of 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.

#### **Disclaimer**

Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **e-Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.**

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.



Estate Department  
Reserve Bank of India  
Bhubaneswar

**Notice inviting e-Tender**

**Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**

1. Online Tenders by e-Tendering process are invited through MSTC website for the above work at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar. The work is estimated to cost of ₹9.9 Lakhs and is to be completed within 60 days.
2. All the documents shall be uploaded on MSTC web site.
3. The Earnest Money Deposit (EMD) in the form of DD/Irrevocable Bank Guarantee/proof of paid by NEFT shall be submitted in sealed cover addressed by name to the Regional Director, Reserve Bank of India, superscripted as "EMD for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.
4. The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II
  - A. The tenderer must be either an Original Equipment Manufacturer (OEM) of the offered DG set or must be an Authorised dealer / representative of the OEM of the offered DG set. Necessary documents in support of the above shall be submitted along with tender Part-I. The tenderer shall submit the applicable document as [Annexure XI](#).
  - B. **Experience prior to five years:** - The tenderer must have experience of minimum 5 years' in the field of undertaking the work of Supply, Installation, Testing, and Commissioning of DG Set. For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s, issued on or before **March 31, 2019** and also copy of the respective completion certificate.
  - C **Qualifying Works:-**The tenderer must have successfully executed "similar works" during last five years ending on **March 31, 2024** individually costing as under:
    - (a) Three works each costing not less than 40% of estimated cost.  
**OR**
    - (b) Two works each costing not less than 50% of estimated cost.  
**OR**
    - (c) One work costing not less than 80% of estimated cost.

Note: Similar work means 'Supply, Installation, Testing and Commissioning of DG Set (50KVA or higher rating) and associated works for the office buildings/commercial premises/industrial houses.

(For establishing the above, the tenderer should submit copy/ies of work order/s for such similar work/s, and also copy/ies of the respective completion certificate/s)

**AND**

**D.** Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2020-21, 2021-22 and 2022-23) supported by audited financial statements.

**AND**

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

5. The contractors shall upload the following information/documents on MSTC website to satisfy the Bank about their eligibility

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	<b>Audited financial statements</b> for last three financial years i.e. 2020-21, 2021-22 and 2022-long with a <b>certificate of Chartered Accountant</b> 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)	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.

(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of Service setup	Address and contact details of the service set up at the place of proposed work for rendering after sales service.

6. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in tendering process
7. A pre-bid meeting (off-line mode) of the intending tenderers will be held at Estate Department, Reserve Bank of India, Bhubaneswar.
8. (a) Tender forms can be downloaded for viewing from the website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)
- (b) EMD of ₹19,800/- in the form of Demand Draft favouring Reserve Bank of India payable at Bhubaneswar / NEFT or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annexure-III](#))
- (c) Tenderers shall submit all the information and the documents as mentioned in Para 5 above After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
9. Part I of the tenders will be opened on-line at **the Schedule of the Tender (SOT)** in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.
10. The applicants/tenderers have to submit/upload
  - a. Client's certificate as per format at [Annex-II](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
  - b. Banker's certificate as per format at [Annex-VI](#) from their banker/bankers.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a



Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before opening of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his 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.

11. 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.

### **SCHEDULE OF TENDER (SOT)**

Item	Description
e-Tender no	<b>e-Tender no.: RBI/Bhubaneswar Regional Office/Estate/1/24-25/ET/31</b>
Mode of Tender	e- Procurement System(MSTC Portal) (Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> )
Estimated Cost of the work	₹9,90,000/-
Date of NIT available to parties to download	April 10, 2024 (Wednesday) at 18:00 Hrs.
Pre-Bid meeting	Offline 1100 hrs on May 07, 2024 (Tuesday) Venue- Reserve Bank of India, Estate Department, RBI Bhubaneswar
Earnest Money Deposit	EMD of <b>Rs. 19,800/-</b> to be remitted through: <b>i. NEFT:</b> A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to <a href="mailto:estatebhubaneswar@rbi.org.in">estatebhubaneswar@rbi.org.in</a> Or <b>ii. Demand Draft/Bank Guarantee</b> In favour of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001
Last date of submission of EMD	May 20, 2024 (Monday) up to 14:00 Hrs.
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at	May 09, 2024 (Thursday) from 18:00 Hrs.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	May 20, 2024 (Monday) up to 14:00 Hrs.
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	May 20, 2024 (Monday) at 15:00 Hrs.

Transaction Fee	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.
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### **Important instructions for E-procurement**

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

Online tender:

1

Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet.

B) **MSTC Version(V3): Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders Vendors are to make their own arrangement for bidding.**

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

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

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

Contact person ( RBI):

1. Shri Ritu Raj, AGM – [rdgupta@rbi.org.in](mailto:rdgupta@rbi.org.in) (Mobile – 9930474592)
2. Shri Bhabani Shankar Malik, AM – [bsmalik@rbi.org.in](mailto:bsmalik@rbi.org.in) - (Mobile – 7978857932)
3. Nagarjuna Ratnala, AM(T-E)- [nratnala@rbi.org.in](mailto:nratnala@rbi.org.in) - (Mobile:7838874055)

Contact Person(MSTC Ltd)

Contact Person	Mail	Mobile
Shri Mahesh Ramavath	<a href="mailto:rmahesh@mstcindia.co.in">rmahesh@mstcindia.co.in</a>	8801281004
Shri TDMV Satyasai	<a href="mailto:tsatyasai@mstcindia.co.in">tsatyasai@mstcindia.co.in</a>	6370350776
Help Desk/ Office	<a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a>	0674-2544199/ 2950091

B) System Requirement:

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

	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>□ Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. □ Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online. Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><b>Special Note towards Transaction fee:</b></p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>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> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in the SOT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt. dept.→ Login under RBI→ My menu→ Auction Floor Manager→ live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial</p>

	<p>specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> to familiarize them with the system before bidding.

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## Section I

### Form of Tender

Dear Sir,

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

### MEMORANDUM

(a)	Description of works	:	Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar
(b)	Estimated cost	:	Rs.9,90,000/-
(c)	Earnest Money	:	Rs. 19,800/-
(e)	Time allowed for completion of the work from 14 <sup>th</sup> day after the date of written order to commence work.	:	60 days

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of **₹19,800/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The tenders shall be uploaded 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.

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

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

Yours faithfully

Signature of Contractor

(Signatures and addresses of witnesses)



## Section II

### General instructions to tenderer(s) & Special Conditions

#### Part I - Commercial Conditions

E-Tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work of '**Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**'. E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website.

#### 2. Eligibility criteria:

- A. The tenderer must be either an Original Equipment Manufacturer (OEM) of the offered DG set or must be an Authorised dealer / representative of the OEM of the offered DG set. Necessary documents in support of the above shall be submitted along with tender Part-I. The tenderer shall submit the applicable document as [Annexure XI Part A](#) or [XI Part B](#).
- B. **Experience prior to five years:** - The tenderer must have experience of minimum 5 years' in the field of undertaking the work of Supply, Installation, Testing and Commissioning of DG Set. For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s, issued on or before **March 31, 2019** and also copy of the respective completion certificate.

**C Qualifying Works:-**The tenderer must have successfully executed "similar works" during last five years ending on **March 31, 2024** individually costing as under:

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

**OR**

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

**OR**

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

Note: Similar work means 'Supply, Installation, Testing and Commissioning of DG Set (50KVA or higher rating) and associated works for the office buildings/commercial premises/industrial houses

**AND**

- C. Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2020-21, 2021-22 and 2022-23) supported by audited financial statements.

**AND**

- D. Have a service set up in Bhubaneswar for rendering after sales service.

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

rejection.

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

- i. Copies of detailed work order/s, in respect of similar work/s indicating scope and value of work/s, completed on or before March 31, 2019, for establishing prior experience before five years.
- ii. Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed during last five years ending on March 31, 2024, for establishing the qualifying works executed by the tenderer during last five years.
- iii. List of completed works with all the details in the format of [Annexure I](#).
- iv. Profile of the tenderer in the prescribed format.
- v. Copy of Certificate of Incorporation
- vi. Copy of GST Registration
- vii. Details of Bankers as per [Annexure IX](#)
- viii. Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2 etc.) – As per the format of [Annexure II](#)
- ix. Proof of remittance of EMD/ copy of Bank Guarantee In Lieu Of Earnest Money Deposit as per [Annexure III](#)
- x. Banker's Certificate as per [Annexure VI](#)
- xi. Copies of Audited financial statement for turnover for last 3 years, ie'2020-21, 2021-22 and 2022-23
- xii. Details of service setup in - In the format of [Annexure VII](#)
- xiii. Details of technical deviations proposed, if any. – As per [Annexure VIII](#)
- xiv. The particulars/Catalogues and the names of manufacturers of specified item.
- xv. Copy of Power of Attorney as per [Annexure X](#) (Original to be submitted by the successful tenderer)
- xvi. Technical details of proposed system as per **Section IX**
- xvii. Authorisation letter from Original Equipment Manufacturer (OEM) of the offered DG set as per [Annexure XI \(Part A\)](#) or Declaration of being an OEM for the offered DG set as per [annexure XI \(Part B\)](#)

- xviii. Declaration of country of origin as per [Annexure XII](#)
- xix. Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India as per [Annexure XIII](#)
- xx. site visit by the tenderer in order to understand the work as per [Annexure XIV](#)
- xxi. Any other information relevant to the proposed work

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

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

**6. Pre-bid meeting:** - A pre-bid meeting will be held at Reserve Bank of India, Estate Department, Bhubaneswar to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Tenderers are advised to see the corrigendum/addendum, if any before submitting their bids.

**7. Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing prices only. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.**

**8. Tenderers are advised to verify website for corrigendum/addendum, if any before submitting the bid. No clarification will be entertained after the stipulated time.**

**9. Tenderers are requested to quote base rate and GST separately or inclusive of GST as indicated in price bid for each item as specified in the portal. No change in quoted rates will be accepted.**

**10. The Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore. The Bank also reserves the right to accept the tender of any firm**

**11. Earnest Money Deposit (EMD)**

**A. EMD of a sum of ₹ 19,800 /-** shall be remitted to Bank Account of Reserve Bank of India, Bhubaneswar. Tenderers are advised to remit EMD well in advance to avoid last minute hassle.

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The tenderers are also advised to send the proof of remittance with transaction number (scanned copy) to [esatebhubaneswar@rbi.org.in](mailto:esatebhubaneswar@rbi.org.in).

B. Alternatively, EMD shall also be submitted in the form of Bank Guarantee ([Annexure III](#)) at the Estate Department, Reserve Bank of India, Bhubaneswar. **A tender which is not accompanied by such EMD will not be considered.** No interest will be paid on EMD. The EMD of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The tenderers who do not qualify the requirements of pre-qualification criteria will be returned the EMD without interest on non-acceptance of their bid. The Earnest Money Deposit of unsuccessful tenderers in Part II shall be released to them without any interest after award of work. EMD of successful bidder will be returned after virtual completion of the work.

C. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works (goods, services, and works contract). The enterprise is required to submit the Udyam Registration Number (Udyog Aadhar Memorandum Number) before the bid submission date to us through email to [estatebhubaneswar@rbi.org.in](mailto:estatebhubaneswar@rbi.org.in)

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

13. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site (**GST to be indicated separately for each item while submitting the bid or inclusive of GST as per price bid format**). The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

14. **Period of Completion of work:** - The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of **60 days** from the 14<sup>th</sup> day of date of issue of work order.

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

16. **Service set-up :** The tenderers shall indicate details of the service set-up such as place, staff strength, contact numbers and the availability of spares for the system as per enclosed [Annexure-VII](#).

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

- a. The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period. However, cost of consumables such as engine oil, filters etc. will be paid by the Bank.
- b. The charges for **non-comprehensive annual maintenance service (Labour only)**, to be provided after the expiry of the one year guarantee period, shall be quoted by the tenderer separately in their bid. During the **Non- Comprehensive Annual Maintenance Service Contract** period, the maintenance/ servicing shall be carried out at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed and the same shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Non-Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports. All breakdowns, maintenance and overhauling shall also be under the scope of non- comprehensive AMC. Bank shall have the right to procure the material required for maintenance of the system from the open market and hand over the same to the AMC contractor to carry out the maintenance/overhauling.
- c. AMC should cover Engine, alternator and control panel.
- d. During the warranty period or the non- comprehensive annual maintenance service period, any fault in the system shall be attended within 8 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of **100%** of the annual maintenance charges will be levied, if the defect in the system is not rectified within the period of 8 hours during the AMC period as stated above. In addition to this, if the system **is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**
- e. The service contract shall be valid for a further additional period of at least 8 years after the initial annual service contact period of one year after one-year warranty. After 1<sup>st</sup> year of service contract, the new service contract amount will be arrived at based on following formula.

$AC = AP [(15+85x(CPI_C/CPI_P)) / 100]$	
$A_C$	The contract amount for the current year.
$A_P$	The contract amount for the previous year.
$CPI_C$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.

CPI <sub>P</sub>	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.
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**18. Evaluation of tenders:-** Tenders will be evaluated on the basis of Net Owning Cost of the System comprising of the Capital Cost of the system(A), and taking into account the effect of rates quoted for non-comprehensive Annual Maintenance service contract charges (AMC)(B) for a period of 9 years after the expiry of one year defect liability period.

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

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

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

#### **19. Terms of payment :-**

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

- (a) First 60% of the value of quoted rate shall be released, on pro rata basis, after the equipment/s is/are tested in the factory and on delivery of the same together with other materials including Manual control panel and are accepted at site by the Employers authorized representatives and on submission of the following documents:
  - i. Contractor's Certificate that all components, parts, sub systems, consumables, etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
  - ii. Submission of insurance policies mentioned in the tender.
- (b) 40% of the quoted rate against erection, testing, commissioning, submitting NOC from local pollution control board/ CPCB/Electrical Inspectorate, handing over of the entire system and on submission of a **Bank Guarantee amounting to 5% of the contract amount, valid for 2 years, in a form (Annexure-IV)** acceptable to the Bank as security against due fulfillment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment.
- (c) In addition to PBG, the retention money of 5% will be deducted from each bill and the retention money shall be released after successfully completion of defect liability period of 1 year. The amount retained by the Bank shall not bear any interest.

**20. Performance Bank Guarantee (BG) :-**The estimated life cycle of the DG Set is 10 years. Hence, the initial PBG amounting to 5% of the contract amount shall initially, remain valid for 2 years from the date of commissioning & handing over of the system.

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

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

**22. Works to be arranged by the contractor;-**

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

- a) Making good all damages caused to the structure during installation and restoring the same to their original finish.
- b) Minor building works necessary for installation of equipments, foundation trench for fuel line & cable, making of opening in walls or in floors and restoring them to their original condition/ finish and necessary grouting etc. as required.
- c) All supports for exhaust & water pipes, chimney, bus trunking (if included in scope of contract), cables, anti-vibration pads etc. as necessary.
- d) All electrical work and neutral earthing, body earthing, required for engine & alternator, control panel, and control wiring including loop earthing etc.
- e) Painting of all exposed metal surfaces of equipments and components with appropriate colour.
- f) Clearance/ Approval of the complete installation from CPCB/ State Pollution Control Board, Central Electricity Authority (CEA)/ Local Bodies and other licensing authorities, wherever required. Bank will make payment for any statutory payment on production of evidences.

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

**a) Completeness of the tender**

All sundry equipments, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be



deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

**b) Submission of programme**

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

**c) Submission of Drawings:-**

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

**d) Commencement of Work:-**

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

**24. Drawings for approval:-**

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

- (a) Lay out drawings of the equipments to be installed including control cables, fuel/lube oil pipes and supports /structure for exhaust piping, Chimney and bus ducts/ cable trays.
- (b) Drawings including section, showing the details of erection of entire equipment.
- (c) Electrical wiring diagrams from engine-alternator set to Electrical control panel, Electrical control panel to essential LT board including the sizes and capacities of the various electrical/ control cables and equipment.
- (d) Dimensional drawings of Acoustic enclosure/ Engine-Alternator set and Electrical control panel.
- (e) Drawings showing details of supports for pipes, chimney cable trays, ducts, etc.
- (f) Any other drawings relevant to the work.

**25. Drawings / Documents to be furnished on completion of Installation:-** Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. One set shall be laminated on a hard base for display in the DG set room/room where Control Panel is installed In addition, drawings will be given as softcopy.



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

**26.** The payment for the system will be made by Reserve Bank of India, Bhubaneswar. Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Bhubaneswar.

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

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

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

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

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

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

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

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

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

**31. Minimum wages/ Gratuity act / contract labour Act to the workmen:** The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

**32. Labour License:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

**Section III**  
**Safety Code**

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

14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

## **Section IV**

### **FIRE SAFETY**

1. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
3. Electrical power cables/wires 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 equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis , removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

### **Electrical Safety**

- i. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed.
- vi. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location
- vii. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
- viii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- ix. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- x. Power supply shall be switched off from the Mains when equipment is not in use.
- xi. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xii. The work site shall be properly illuminated during the work.
- xiii. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen.
- xiv. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- xv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- xvi. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

## **Section V**

### **The Conditions Hereinbefore Referred To**

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

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

deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
  - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
  - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material 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 inspections of any work covered up.
  - g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the



Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

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

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

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

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

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

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

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

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

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

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

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

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

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

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

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

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

- 20. Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none

stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the

Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against

such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

25. **Insurance:** The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within twenty one days from the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.
26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
29. **Contractor's failure to comply with Employers instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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



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

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

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

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

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been

given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose 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 Clause 17 hereof.

32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

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

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

#### **Employer entitled to cover compensation paid to workman**

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

#### **Abandonment of works**

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

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

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

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

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

#### **41. Non-disclosure Clause:-**

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

#### **42. Sexual Harassment of women at work place**

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

## **Section VI**

### **SPECIAL CONDITIONS**

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

## Section VII

### **APPENDIX HEREIN REFERRED**

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	14 <sup>th</sup> day from the date of issue of the work order
4.	Period of completion	60 days from the 14 <sup>th</sup> day of work order
5.	Liquidated Damages for delay in completing the work.	As per tender
6.	Value of work for Interim Certificate for running bill	5 lakhs
7.	Period of honoring interim certificate	1 month
8.	Retention Money	@5% will be deducted on each bill

Signature of Contractor

## Section VIII

### **(a) TECHNICAL SPECIFICATION FOR 50 KVA DG SET DG Set Rating:**

415 Volts, three phases, 50 KVA Prime Rated, 1500 RPM, with inbuilt water-Cooled radiator DG set with Control Panel, acoustic enclosure, control cables, termination of power cabling, batteries, battery charger and associated accessories etc.

#### **1.0 DIESEL ENGINE AS ACCESSORIES ENGINE**

- a) The diesel engines shall be of the direct injection, with Radiator cooled, optimised Turbocharger for increased altitude capabilities, operating at a nominal speed of 1500 RPM, confirming to ISO 3046 / ISO 8528 / IS 1460 / BS 5514 and capable of developing not less than 65 BHP at 100% load with fan power included and coupled to 50 KVA Alternator
- b) The engine shall meet the current emission norms i.e. **CPCB-IV+**.
- c) The engine fitments shall include but not be limited to the following: -
  - i) Flexible coupling / Close Coupled alternator and flywheel.
  - ii) Dry type air filter with clogged condition indicator (The filter shall be easily approachable for maintenance).
  - iii) Radiator inbuilt in the common skid base frame and Engine suitable to run the DG set at 10% overload at an ambient of 50 Degrees centigrade, keeping the acoustic doors in closed condition
  - iv) Engine driven fuel pump.
  - v) Engine driven coolant pump.
  - vi) Engine driven lubricant Lube oil pump, oil cooler and filter.
  - vii) Silencers with residential grade.
  - viii) 12V/24V D.C. Starter and battery charging alternator.
  - ix) Microprocessor based monitoring and control system capable of operator interface to the DG set manually and remote start/stop control and shut down fault indication shall be of electronic LCD type displaying Engine and Alternator parameters, compatible for BMS Integration through RS485
  - x) The fuel consumption should be as detailed below: -
    - \* **100% Load= Less than 13.5 Ltrs. per hour.**
    - \* **75% Load= Less than 10.5 Ltrs. per hour.**



**"Tenders may mention the fuel consumption at above mentioned load in technical bid under Technical Compliance (Section-VIII)."**

xi) Daily fuel service tank as per the CPCB-IV+ with minimum 150 litres capacity or as per OEM standards but it should cater at least 8 hours of operation on full load (standard integral tank). The location of the tank depends on standards manufacturing design.

d) 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

e) The generator sets shall have the following protection features in-built in Controller

#### **Engine Safeties Features and Protection**

Low Oil Pressure Warning

High Coolant Temperature Warning

Low Coolant Level (Warning or Shut Down)

Low Oil Pressure Shut Down

High Coolant Temperature Shut Down

Fail to Crank Shut Down

Cranking Lockout

Over speed Shut Down

Emergency Stop Shut Down

Fault Log for at least Last 5 Faults

Weak Battery Warning

#### **Electrical Safeties Features and Protection**

High AC Voltage Protection

Low AC Voltage Protection

Under Frequency Protection

Loss of Excitation

Weak Battery Monitoring Feature

#### **Engine Safety Features**

Battery Voltage Monitoring

Coolant Temperature Monitoring

Low Lube Lubricant Oil Pressure Safety

High Engine Speed Safety

Engine Run Hours

**Fault Codes Display as per OEM standards**

- a) Programmable Isochronous or drop governing ability
- b) High Coolant Temperature (Trip/Alarm)
- c) Over Speed (Trip / Alarm)
- d) Low Lubricant Oil Pressure (Trip)
- e) Low Coolant Level (Trip / Alarm)
- f) Battery Charging failure

**Starter Motor Protection**

Automatic Speed Dependent Starter disengagement on startup

**ENGINE ACCESSORIES.**

The following accessories shall be supplied with the DG set.

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

**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 or as per OEM standards.**
- 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 near D G Set / within the Control Panel.

**2.0 ALTERNATOR**

The Alternator should be horizontal foot mounted, single/double bearing, self-excited, brush-less, screen protected drip proof (SPDP), continuous duty alternator conforming

to IS 4722/ BS 2613 / IEC 60034-1 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(lag)
- f) Rated voltage : 415 volts
- g) Rated frequency : 50 Hz
- h) No of phases : 3
- i) Enclosure : SPDP
- j) Degree of protection : IP-23
- k) Ventilation : Self-ventilated air cooled
- l) Ambient temperature : 40 °C maximum
- m) Insulation class : H
- n) Temperature rise : within class H limits rated loads
- o) Voltage regulation : +/- 1%
- p) Voltage variation : +/- 5%
- q) Overload duration/capacity :10% for one hour in every 12 hours continuous use
- r) Frequency variation: as defined by Engine Governor (+/-1%)
- s) Type of AVR : Electronic
- t) Type of bearings and lubrication Arrangement : Anti friction bearings with grease lubrication

**Following control system should be available for the Generator set as per OEM standards**

1. Local or remote start and stop

2. Control Switch: OFF/RUN/AUTO MODE
3. LED INDICATING LAMPS for indicating the following status
  - a. Not in Auto Mode
  - b. Shutdown
  - c. Remote start command
4. Fault Reset Switch
5. Emergency stop Switch

**Following Metering & Protections are required for the DG set as per OEM standards.**

Digital Meters Indication for the following:

**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

**c.] Protections:**

**Engine:**

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

**Alternator:**

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

**Local Isolation on Engine standard control Panel:** 100 Amp MCCB, 25 kA or better / suitable rating shall be provided.

**Manual control panel**

The Control panel shall be designed for operation of the generator set and to connect the Load panel. The panel shall be integral cubicle pattern, fabricated out of 16 SWG, CRCA sheet and powder coated with RAL 9003.

The panel shall be complete with inter connections, insulators, 2 Nos. earthing lugs and shall incorporate the following –

- (1) Bus bar of electrolytic grade tinned copper with current density of 1.2 Amp per sq. mm or suitable size cables
- (2) Voltmeter 0-500 V
- (3) Selector Switch Voltmeter - OFF/R/Y/B/R
- (4) Ammeter of suitable scale - 0-200 A or suitable rating
- (5) Selector Switch Ammeter - OFF/R/Y/B
- (6) Mode Selector Switch OFF/MANUAL
- (7) Indicating light , hooter , annunciator ,timer etc, as per standards manufacturer design
- (8) Set of current transformer of suitable rating & accuracy class both for metering and protection as per standards manufacturer design.
- (9) Built-in, boost cum trickle Battery Charger consisting of- Transformer/Rectifier, DC Ammeter, DC Voltmeter, Charging rate selector switch etc as per standards manufacturer design.

- (10) Digital Frequency, KWH , KW meter , 3 ph , 4 Wire , 415 V AC or Multifunction meter .
- (11) Min. 100A MCCB for DG supply with short circuit and overload protection.
- (15) Requisite quantity and suitable capacity control MCB, other power or auxiliary contractor etc. as per manufacturer standards design
- (16) Necessary bus extension / sufficient space & cable entry plates etc. for terminating power Cables.
- (17) All other electrical/electronic components required for the functioning of the Manual control panel as per manufacturer's standards design.
- (18) Protection for AC Generator
  - (i) Main supply voltage Monitor with under/ over voltage adjustable setting as per manufacturer standards through controller
- (19) Set of control relays
  - (i) Set of indicating lamp load on set, load on mains, Start failure, high temperature trip, low oil pressure, high temperature warning, battery low.
  - (ii) Push buttons for start, stop, Reset / Alarm acknowledge/DG/Mains supply Contactors close/open and Test.
  - (iii) Toggle Switch for hooter ON/OFF
  - (iv) 3 phase 4 wire unbalanced type energy meter of suitable capacity (complete with CTs) or as per manufacturer standards through controller.

The panel shall be so designed that in the case of main supply failure, the diesel engine and the generator shall be started **manually** and can make available the generator power to the essential loads. On restoration of main supply, the generator supply shall be cut off manually after stabilization of restored main supply and thereafter the engine shall be shut down.

If the engine fails to start after three attempts or fail to pick up rated speed, the engine starter shall trip automatically and there shall be an audio alarm to sound an unhealthy condition of the generator set. The panel shall have suitable circuitry incorporated therein for all the functions specified above complete with all required components viz. control coils, relays, contact blocks, internal wiring etc.

The components used in the fabrication of the panel shall be of high quality / reliability and shall be of reputed make, the spares of which are readily available in the local market.

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

(20) 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) if any.

(21) Erection - The scope of erection shall include for the supply and erection of the following:

- The engine and the alternator placed on a common base plate shall be mounted on sufficient numbers of suitable capacity cushy foot or equivalent make anti-vibration mounts inside the acoustic enclosures. **Civil work (PCC plinth / foundation etc.) for placing and installing on floor or ground DG set, Control Panel etc. as required for the above D.G Set. to be made by the Bank.** Contractor shall furnish required details of foundation, i.e. size, thickness etc as required for the Genset.
- Inbuilt 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.
- 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.
- Four numbers of plate earth stations conforming to IS 3043/1966 with copper earth plates, GI pipe, funnel; CI cover etc. (two for neutral earthing, two for equipment earthing) shall be provided.
- 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. After all the equipment are erected, they shall be given two coats of approved quality paint as may be required.
- After all the equipment are erected, they shall be given two coats of approved quality paint as may be required.

- Required sizes mentioned in Unpriced bill of quantity /Part -II and approved make control cabling confirming to the IS/BIS standards shall be done from DG set to manual control panel and termination of the same.
- Tenderer shall be required to install the D.G set at outdoor space to be shown by the Bank for which vendors are advised to make site visit before quoting.
- 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, State Pollution Control Board etc. for their consent / approval as per requirement.** The contractor shall arrange for inspection of the installations by the statutory authorities and the entire installation shall be got certified as per requirement. Defects, if any, pointed out by the above authorities 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 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.**

### **Specification of Acoustic Enclosure**

#### **1. Construction of Acoustic Enclosure**

Acoustic enclosure shall be powder coated and fabricated out of minimum 1.4 mm thickness MS sheet. The silent canopy shall be of nut bolt type construction. Powder coating is done after surface treatment process of sheet metal. Canopy panel and doors shall have inside lining of Fire Retardant Foam as acoustic material. Hinged doors shall be provided to canopy, one door shall have glass window for control panel.

#### **2. Surface Treatment-Painting**

The enclosure surface is pretreated with 9 tank process and thereafter they are coated with high quality powder and are baked in uniform temperature in conveyor oven.

#### **3. Base Frame**

The Base frame is rugged in construction and designed for mounting engine and Flexible coupling/Close Coupled alternator, with cross members mounted on AVM. They are fabricated with MS HR sheet steel of suitable thickness. The Base frame is pretreated and coated with primer based powder / Epoxy paint.



#### 4. Fuel Tank

Fuel tank is fabricated out of 2 / 3 mm MS HR sheet integrated with base frame (Detachable) and is fitted with inlet and outlet connections or inbuilt standard fuel tank as recommended by OEM.

#### 5. Silencer

Residential grade Silencer is provided to suppress exhaust noise from the engine to meet **CPCB-IV+** norms. The silencer and attached exhaust pipe should be properly covered with glass wool insulation and aluminum sheet.

#### 6. Emergency Push Stop Button:

The canopy has the provision of emergency push button, external to the canopy.

#### 7. Performance Parameters

DG with canopy are manufactured as per (ISO 3744 OR 8528 PT 10) to meet CPCB-IV+ norms of average 75 DBA under green field conditions @ 1-meter distance from all four sides. The average stabilized hot air temperature rise with in the canopy is maintained within 10 degree C over and above ambient temperature.

#### Warranty

The DG set shall be guaranteed against faulty workmanship/poor material quality and failures due to the same, for minimum of **5000 running hours** from the date of commissioning or **24months** from the date of dispatch whichever is earlier. The Major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block 85 Connecting rod should carry warranty for 5000 running hours or 24months from the date of dispatch. 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. Certificate / letter for the same from engine manufacturer need to be produced along with tender submission documents.**

In order to ensure timely service backup in case of emergency, it is very essential that **manufacturer Service office is available in Bhubaneswar** to ensure timely service, 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.

**In order to ensure compliance to latest CPCB-IV+ norms in force currently in India for DG sets, those manufacturers having two different models need to quote for the better emissionized model.**

Non-compliance any of the above specs/requirements should be clearly mentioned in the tender, point by point

#### COMPLIANCE STANDARDS

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

**BASE PLATE** - The diesel engine and the alternator shall be mounted on a common base plate made out of suitable channel sections with welded joints. Suitable anti-vibration

mountings duly approved by Bank's Engineer shall be employed to prevent transmission of vibration to the structure to the maximum extent possible.

- Inbuilt standard fuel tank as per OEM design.
- The fuel level gauge to be provided with a proper scale with a minimum division of 5 liters.
- Drain plugs shall be provided for draining mobile oil.
- Battery shall be provided in a tray or on **MS** stand.

**Exhaust piping:** All M.S. pipes for exhaust lines shall be confirming 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 include necessary cladding of exhaust pipe work using 50 mm thick loosely bound resin (LBR) mattress/mineral wool/Rockwool, density not less than 120 Kg/m<sup>3</sup> and aluminum cladding (0.6 mm thick) for complete portion as per norms. The exhaust pipe system includes necessary supports, foundation etc. to avoid any load or stress on turbo charger /exhaust piping.

The following tests are to be carried out for the Control Panel and necessary certificates be submitted by the contractor before dispatch of the panel to the site.

i) 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

3) Meters and relay calibrated and tested through secondary injection tests.

8. **Foundation/ Cable trench:** Contractor shall submit the drawing for required foundation and cable trench as per the site condition. Bank will execute the necessary civil works in this connection.

9. **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) if any.

10. **Testing & Commissioning** –

- DG sets along with Manual control panel shall be tested in the manufacturer's factory/contractor's works to ascertain the compliance of offered specifications.
- The successful tenderer will arrange staff/ fuel/ consumables for test run at his cost.**
- For testing, following procedure will be followed: All major items/ equipments i.e. engine & alternator in assembled condition, associated electrical control panels etc. shall be offered for inspection and testing at factory/ manufacturers works. The successful tenderer shall give a notice of minimum two weeks for carrying out such tests. The Bank's Engineer or his authorized representative shall witness such inspection & testing at mutually agreed date. The cost of the representative's visit to the factory will be borne by the Bank.
- Bank also reserves the right to inspect the Panel fabrication job at factory and the successful tenderer has to make arrangements for the same.

- e. Test at Factory: DG set will be tested at factory on full load. During testing, the D. G. Set shall be operated for a period of 4 hours on the rated KW which includes **one hour** on 10% overload after continuous run of the **3 Hours**. 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.
  - f. The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceed 5% of the committed value. All other parameters shall be tested as per relevant IS. The contractor shall provide all the consumables like fuel, engine oil, lubricant etc. necessary for this testing and shall full 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.
11. In addition to testing at factory, the DG set shall be tested for proper functioning for a total run of **02 hours at** full load at site conditions. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test necessary test report shall be furnished.

**Section XI**

**TECHNICAL PARTICULARS**

**(To be furnished by the tenderer)**

SL.No.	Description	Tenderers offer
1.	Engine	
	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 % & 50 % load/hour	
2.	Alternator	
	Make	
	Model Number	
	Frame size	
	Rated Voltage	
	Capacity in kVA	
	Excitation	
	% Regulation	
	Type of Enclosures	
	Class of insulation for winding	
	Whether brushless or not	
3.	Batteries	
	Make	
	Voltage	
	Capacity in Amp. Hours	

	Whether stand included or not	
	Whether separate automatic battery charger unit included or not	
4.	Coupling	
	Type	
	Whether guard provided or not	
	Whether base plate is included or not	
5.	- Dia. of exhaust pipe - Thickness of exhaust pipe - Thickness and type of insulation	
6	General	
	Overall Length of DG set L X W x H	
	Overall Weight of DG set	
	Noise Level of DG set at one meter with Acoustic Enclosure	
	Control Panel overall dimensions L x B x H	
7.	List of tools normally supplied with the engine & alternator, free of cost	List to be enclosed separately, if any
8.	List of spares normally supplied along with the engine & alternator, free of cost.	List to be enclosed separately, if any

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

Signature of Bidder and Seal

Date

## **Section X**

### List of Specified Makes

Sr. No.	Equipment	Approved Make
1	Engine	Cummins/Greaves/Leyland/ Kirloskar oil engines/ Baudouin / Mahindra / Caterpillar / Perkins/Volvo-Eicher/Escorts Kubota
2	Alternator	Kirloskar Electric/Crompton Greaves/Stamford/NGEF/Leroy Somer
3	Cable	CCI/Gloster/NICCO/Polycab/ Finolex
4	MCCB/MCB	L & T / ABB / Siemens / Schneider / Alstom / Legrand
5	Energy meter	Jaipur/Havells/L&T/HPL
6	Voltmeter/Ammeter	AE / Meco / L&T / Havells / GE / Schneider / Rishab
7	Battery	Exide/Standard Furukhawa
8	Contactors	L&T, Siemens, Merlin Gerin, ABB, Legrand
9	Protective relays	Areva, Ashida, Easun Reyrolle
10	CTs	Kappa / Pragati / ECS / Ashmore

## Section XI

Unpriced bill of quantity (**not to be quoted here**) rates are to be quoted in online mode only.  
e- tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.

Sr. No.	Description of work	Qty.
1	<p><b>Generator set:</b> Design, Supply, installation in position, testing, commissioning (DSITC) and handing over of an Auto Start silent diesel generator set of capacity of 50 KVA with acoustic enclosure as per latest Govt norms, as per latest detailed specification and CPCB-IV+ norms, 3 phase, 415 volts, 50 Hz capable of developing not less than 65 BHP at 100 % load at 0.8 pf lag, complete with diesel engine, alternator, water cooled radiator, self-starting device, microprocessor based integrated controller with all readings such as Voltage readings, Current readings along with engine and alternator parameters to be displayed, hospital / residential grade silencer with insulation, batteries with connecting copper wires, 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 if any) complete as described in detailed technical specifications. The amount quoted shall be inclusive of following:</p> <p>(a) Basic rate (b) Cost of transport and storage cum erection (c) All statutory taxes including GST plus insurance for transit and storage cum erection (d) Charges for erection, loading, unloading, testing and commissioning of the DG set, including obtaining approval from statutory authorities as per clause 1.2 (e) Section-II of Part-I of tender as per requirement. (e) Cost of consumables like diesel, lubricant oil etc. for testing and commissioning of the new DG set (approx. 4 hours on full load at factory testing and 2 hours at site) (f) Cost of dismantling and reassembly of the canopy and/or DG set parts to facilitate the DG set to reach the final installation place. (g) Power cable from alternator to standard panel is also included. (h) work includes SITC of standard manual control panel comprising of 4 pole 100A MCCB, indicating lamps, with all necessary hardware, control cable etc., all as directed by the Bank's Engineer-in-Charge.</p>	1 Set

2	<b>Earthing:</b> Providing earth station with copper plate 600 mm x 600 mm x 3 mm with funnel, G.I. water pipe including supply & laying of two runs of 25 x 5 mm tinned copper earth strip up to the test point as directed etc. as per IS:3043:1966 and amended till date as directed.) (2 for body / equipment and 2 for neutral earth) as described in detailed technical specifications in tender and as directed by the Bank's Engineer-in-Charge.	4 Nos.
3	<b>Supply and laying of Earth strip: -</b> Supply and fixing of 25 mm x 5 mm tinned copper earth strip with black sleeve wound required materials such as clamps, screws, spacers and with proper joints and connections with chromium plated nut and bolts complete as directed (for body / equipment and neutral earthing).	20 RMT
4	<b>Non- Comprehensive Maintenance Contract (NCMC):</b> Annual maintenance service contract charges as specified in the tender Part-I (without spares) per annum for Engine, Alternator, standard engine control panel, Control Panel, acoustic enclosure, batteries, battery charger unit etc. (valid for one year after initial Guarantee period / Defects Liability of 01 year). The escalation in rate (if any) after that will be considered based on price index as per RBI Bulletin. *Spares if required for maintenance, will be procured by the Bank separately.	Per annum

Place

Date

Seal and signature of contractor



## Annexure I

### List of Clients

Details of similar qualifying works executed before 5 years (Date of work order should be on **or before 31 March 2019**)

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

Details of similar qualifying works executed during the last 5 years (completed on or **after March 31 ,2019**)

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

(Attach sheet if required)

Signature of Tenderer:

Date

## Annexure - II

The Regional Director  
Reserve Bank of India  
Estate Department  
Bhubaneswar

### CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

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

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

i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any.	
- 12 

i) Did the contractor go for arbitration?	
ii) If yes, total amount of claim	
iii) Total amount awarded	
- 13 

Comments on the capabilities of the contractor.	
a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
b) Financial soundness	Outstanding/Very Good/

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

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

\*

Reporting Officer\* with Office seal

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

### Annexure III

#### Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

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

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for **Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**" and the specifications and terms and conditions enclosed therein.

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

#### NOW THIS WITNESSETH:

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

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

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**" The Banks' decision in this regard shall be final and binding.

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

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

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

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

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

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

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

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

**Bank Manager**  
**(Banker's seal)**

## Annexure IV

### Proforma of Bank Guarantee for Security Deposit

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
Reserve Bank of India  
Estate Department  
Bhubaneswar

Dear Sir

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnish able to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar** as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ INR(\_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee

shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address \_\_\_\_\_



## **Annexure V**

### **Draft Articles of Agreement**

(On Non Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Bhubaneswar Regional Office, -----, Bhubaneswar-----, having its Central Office at Shahid Bhagat Singh Marg , Fort, Mumbai r 400001 (hereinafter called “the Employer”) of the one part and

\_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out the work of Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank’s Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar 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 described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In considerations 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. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The 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. 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. The said conditions and various schedules 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. The agreement and documents mentioned herein shall form the basis of this Contract.
7. 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 Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar for Staff Quarters Vidyut Marg (SQVM) , - -----, Bhubaneswar----- to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the said 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. 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. 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 the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **60 days** subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed or agreement or by exchange of letters /emails) as may be mutually decided by the parties.

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

- a. The equipment supplied shall be guaranteed against all types of defects for a defect liability period of **one year** from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period. However, cost of consumables such as engine oil, filters etc. will be paid by the Bank.
- b. The charges for **Non- comprehensive annual maintenance service (Labour only)**, to be provided after the expiry of the one year guarantee period, shall be quoted by the tenderer separately in their bid. During the **Non- Comprehensive Annual Maintenance Service Contract** period, the maintenance/ servicing shall be carried out at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed and the same shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Non- Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports. All breakdowns, maintenance and overhauling shall also be under the scope of non- comprehensive AMC. Bank shall have the right to procure the material required for maintenance of the system from the open

market and hand over the same to the AMC contractor to carry out the maintenance/overhauling.

- c. AMC should cover Engine, alternator and Manual control panel.
- d. During the warranty period or the non- comprehensive annual maintenance service period, any fault in the system shall be attended within 8 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of 100% of the annual maintenance charges will be levied, if the defect in the system is not rectified within the period of 8 hours during the AMC period as stated above. In addition to this, if the system **is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**
- e. The service contract shall be valid for a further additional period of at least 8 years after the initial annual service contract period of one year after one-year warranty. After 1<sup>st</sup> year of service contract, the new service contract amount will be arrived at based on following formula.

$AC = AP [(15+85x(CPI_C/CPI_P))] / 100$	
A <sub>C</sub>	The contract amount for the current year.
A <sub>P</sub>	The contract amount for the previous year.
CPI <sub>C</sub>	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI <sub>P</sub>	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

- 12. Performance Bank Guarantee (BG):-**The estimated life cycle of the DG Set is 10 years. Hence, the PBG amounting to 5% of the contract amount shall remain valid for 5 year from the date of commissioning & handing over of the system.
- 13.** All payments by the Employer under this Contract shall be made only at Bhubaneswar.
- 14.** All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.
- 15.** 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-in-Charge.
- 16.** 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.

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

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

- 17.** The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.
- a) 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.
  - b) 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.
  - c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
  - d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
  - e) 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)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

In the presence of

(1)

Address

(2)

Address

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

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the  
resolutions passed by its Board of Directors at  
the meeting held on \_\_\_\_\_

in the presence of

(1)

(2)

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

(1)

If the Contractor signs  
under its common seal, the  
signature clause should

(2)

tally with the sealing clause  
in the Articles of  
Association.

SIGNED AND DELIVERED BY the Contractor  
by the hand of Shri

---

and duly constituted attorney.

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

## **Annexure -VI**

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

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

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.9.9 Lakhs.

(Signature) For the Bank

Note:

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

## Annexure -VII

### Details of Service Set up at the place of work

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

Signature of the contractor



## Annexure VIII

### **Schedule of Technical Deviations if any**

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

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

Seal of companySignature

Name  
Designation

Date

## **Annexure IX**

### **Details of Bankers**

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

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

Seal of company

Signature

Name  
Designation

Date

## Annexure X

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

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,  
We .....(Name of the Tenderer and  
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.  
.....(Name and  
residential address of Power of Attorney holder) who is presently employed with us and holding  
the position of ..... as our  
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in  
connection with or incidental to our tender for **Supply, Installation, Testing &  
commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic  
Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar** including signing  
and submission of all documents and providing information / responses to the Bank,  
representing us in all matters before the Bank, and generally dealing with Bank in all matters  
in connection with our proposal for the said Project.

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

#### Note

Power of Attorney should be properly stamped and notarized  
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Tenderer

Name/(s)

Stamp/Seal of the Tenderer

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

**Annexure -XI**

Part A (if the tenderer is authorised dealer)

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

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

Date:

To:

The Regional Director  
Reserve Bank of India  
Estate Department  
Bhubaneswar

**Subject: Authorisation Letter to M/s \_\_\_\_\_ for participation in the tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**

Sir,

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

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

Yours faithfully,

For and on behalf of

M/s \_\_\_\_\_ (Name of the manufacturer)

Seal and Signature :

Name :

Designation :

Address :

Date :

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

## Annexure-XI

Part B (applicable if the tenderer is an OEM)

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

Date:

To:

The Regional Director  
Reserve Bank of India  
Estate Department  
Bhubaneswar

**NAME OF WORK: Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar**

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

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

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

Signature/(s) of the Tenderer

Name/(s)

Stamp/Seal of the Tenderer

**Annexure - XII**

**DECLARATION OF COUNTRY OF ORIGIN**

(To be furnished by the tenderer)

**NAME OF WORK:** Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar

This is to certify that

a) The offered DGset is new:

b) The DG set will be manufactured, assembled and offered for inspection before dispatch the works/factory of \_\_\_\_\_(address)

Therefore, Country of Origin of DG set shall be

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Date :

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

**Note:** Specific address shall be provided for carrying out pre-delivery inspection at the works of the manufacturer.

### **Annexure – XIII**

#### **Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India**

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,  
The Regional Director  
Reserve Bank of India  
Estate Department, 2nd floor,  
Main Office Building,  
Bhubaneswar- 751001

Name of Work: Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar

Dear Sir,

I / We ..... (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that ..... (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in developmental projects. (Strikeout whichever of the above is not applicable).

3. I /We hereby certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we .....(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm with Rubber Stamp

Date:

Place:



**Annexure- XIV**

**UNDERTAKING**

**(Regarding site visit by the tenderer in order to understand the work)**

To,

The Regional Director  
Reserve Bank of India  
Estate Department  
Bhubaneswar-----

Dear Sir,

NAME OF WORK: Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure, Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.

We, \_\_\_\_\_, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We are ready to use the existing cabling for the proposed new system, to the extent as required as per site conditions, and take the same (existing cabling, if any and new cabling) in the scope of Defect Liability Period and further under the scope of Annual Maintenance Contract, along with the rest of the DG set being provided under the scope of captioned work.

Yours faithfully,

(            )

Authorised signatory

*(Name and address of the company with Company Seal)*



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
BHUBANESWAR**

**e-Tender for Supply, Installation, Testing & commissioning of 50 KVA Diesel Generator Set with Control Panel and Acoustic Enclosure at Bank's Staff Quarters Vidyut Marg (SQVM) at Bhubaneswar.**

**PART – II (PRICE BID)**

**e-Tender no: RBI/Bhubaneswar Regional Office/Estate/1/24-25/ET/31**

Tender Issued to:

Name of Tenderer: -----

Address -----

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Sr. No.	Description of work	Qty.	Rate in ₹	Amount in ₹
1	<p><b>Generator set:</b> Design, Supply, installation in position, testing, commissioning (DSITC) and handing over of an Auto Start silent diesel generator set of capacity of 50 KVA with acoustic enclosure as per latest Govt norms, as per latest detailed specification and CPCB-IV+ norms, 3 phase, 415 volts, 50 Hz capable of developing not less than 65 BHP at 100 % load at 0.8 pf lag, complete with diesel engine, alternator, water cooled radiator, self-starting device, microprocessor based integrated controller with all readings such as Voltage readings, Current readings along with engine and alternator parameters to be displayed, hospital / residential grade silencer with insulation, batteries with connecting copper wires, 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 if any) complete as described in detailed technical specifications. The amount quoted shall be inclusive of following:</p> <p>(a) Basic rate (b) Cost of transport and storage cum erection (c) All statutory taxes including GST plus insurance for transit and storage cum erection (d) Charges for erection, loading, unloading, testing and commissioning of the DG set, including obtaining approval from statutory authorities as per clause 1.2 (e) Section-II of Part-I of tender as per requirement. (e) Cost of consumables like diesel, lubricant oil etc. for testing and commissioning of the new DG set (approx. 4 hours on full load at factory testing and 2 hours at site) (f) Cost of dismantling and reassembly of the canopy and/or DG set parts to facilitate the DG set to reach the final installation place. (g) Power cable from alternator to standard panel is also included. (h) work includes SITC of standard manual control panel comprising of 4 pole 100A MCCB, indicating lamps, with all necessary hardware, control cable</p>	1 Set		

	etc., all as directed by the Bank's Engineer-in-Charge.			
2	<b>Earthing:</b> Providing earth station with copper plate 600 mm x 600 mm x 3 mm with funnel, G.I. water pipe including supply & laying of two runs of 25 x 5 mm tinned copper earth strip up to the test point as directed etc. as per IS:3043:1966 and amended till date as directed.) (2 for body / equipment and 2 for neutral earth) as described in detailed technical specifications in tender and as directed by the Bank's Engineer-in-Charge.	4 Nos.		
3	<b>Supply and laying of Earth strip: -</b> Supply and fixing of 25 mm x 5 mm tinned copper earth strip with black sleeve wound required materials such as clamps, screws, spacers and with proper joints and connections with chromium plated nut and bolts complete as directed (for body / equipment and neutral earthing).	20 RMT		
4	<b>GST amount for SI No. (1-3)</b>	LS		
5	<b>Non- Comprehensive Maintenance Contract (NCMC):</b> Annual maintenance service contract charges as specified in the tender Part-I (without spares) per annum for Engine, Alternator, standard engine control panel, Control Panel, acoustic enclosure, batteries, battery charger unit etc. (valid for one year after initial Guarantee period / Defects Liability of 01 year). The escalation in rate (if any) after that will be considered based on price index as per RBI Bulletin. *Spares if required for maintenance, will be procured by the Bank separately.	Per annum		
6	<b>GST amount for NCMC</b>	LS		
7	<b>Total amount including GST( sl no 1 to sl no. 06)</b>			

1. Contractors are advised to inspect the site before quoting their rates in the schedule of quantities and get themselves acquainted with the scope of the work.

2. Payment shall be made only as per the rates quoted by the contractors in the schedule of quantities.

3. As this is an E-tender, the rates shall be submitted only in online mode and not to mention the rates on any other documents, otherwise the bid shall be rejected.

**Place:**

**Signature of Contractor with Seal:**

**Date:**

**Address with contact Nos.:**