

RESERVE BANK OF INDIA Estate Department Kolkata

Notice Inviting Tender (Only through MSTC e-procurement portal)

Supply, Installation, Testing and Commissioning (SITC) of 500-kVA Diesel Generator Set along with Acoustic Enclosure and AMF Panel for BMOP at Kolkata-700001.

- 1. E-Tender in two parts is invited for "Supply, Installation, Testing and Commissioning (SITC) of 500-kVA Diesel Generator Set along with Acoustic Enclosure and AMF Panel for BMOP at Kolkata-700001".
- 2. The bidder / tenderer having the following qualification and will be eligible to participate in the e-tendering process.
 - (i) The bidder must be either OEM of offered DG Set or their authorized system integrator with valid authorization letter in the specified format.
 - (ii) The bidder must be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956, or Partnership Firm registered under the Indian Partnership Act, 1932, or LLP registered under the Limited Liability Partnership Act, 2008 and should have been in existence in India.
 - **Note:** The bidder shall submit a copy of Certificate of Registration/ Incorporation under the respective Acts in India and the respective Memorandum of Association/ Partnership as documentary evidence.
 - (iii) The bidder must have **minimum 5 years of experience** in the field of similar work*
 - **Note:** The bidder shall submit a copy of work order for the work of Supply, Installation, Testing and commissioning of DG Set for the large commercial/ office building (of any amount) issued on or before October 31, 2020, and a copy of the respective completion certificate and TDS certificate (as applicable).
 - (iv) The bidder must have **experience in executing similar works*** of Supply, Installation, Testing and commissioning of DG set for the large commercial/ office building in last five years ((work completion should be after October 31,

2020, and on or before October 31, 2025) having minimum value of executed works as under:

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

or

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

or

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

Note: The bidder shall submit a copy(ies) of work order(s) for the work of Supply, Installation, Testing and commissioning of DG Set for the large commercial/ office building (satisfying the amount meeting above criteria) issued after October 31, 2020, and a copy of the respective completion certificate and TDS certificate (as applicable).

- * Similar work means work of Supply, Installation, Testing and commissioning of DG Set for the large commercial/ office building.
 - (v) Have a minimum annual turnover of Rs. 60.00 lakh during the last 3 financial years (2022-23, 2023-24 and 2024-25) and should have non-negative net worth during last three accounting year (i.e., year ending March 31, 2023, March 31, 2024, March 31, 2025)
 - (vi) Should furnish solvency certificate / Banker certificate issued by the applicant Banker for an amount not less the estimated cost as per the proforma given Annexure-C
 - (vii) OEM authorized Full-fledged service setup should be available at Kolkata where from required after sales services can be regularly provided.

Note: Certificate from the manufacturers / any other valid document in support of having a full-fledged service setup at Kolkata should be uploaded.

3. The Tenderers should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-Tendering process.

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

(b)	Work experience	Copies of the detailed work orders for the qualifying works
	& Completion of	indicating date of award, value of awarded work, time given
	similar works of	for completing the work, etc. and the corresponding
	specified value	completion certificates indicating actual date of completion
	during the	and actual value of executed similar works i.e., "DSITC of
	specified period	Intelligent Analog DG Set" should be enclosed in proof of
		the work experience. The details along with documentary
		evidence of previous experience, if any, of carrying out
		works for the Reserve Bank of India at any center, should
()		also be uploaded.
(c)	Credit worthiness	Copies of the Income Tax Clearance Certificates/Income
	of the contractor	Tax Assessment Orders along with the latest final accounts
	and their turnover	of the business of the contractor duly certified by a
	during the	Chartered Accountant should be uploaded in proof of their
(4)	specified period Name(s) and	creditworthiness and turnover for last three years. Written Information about the names and addresses of
(d)	Name(s) and address(es) of the	their bankers along with full details, like names, postal
	Bankers and their	addresses, e-mail IDs, telephone (landline and mobile)
	present contact	nos., fax nos., etc. of the contact executives (i.e. the
	executives	persons who can be contacted at the office of their
	CACCULIVES	bankers by the Bank, in case it is so needed) should
		be uploaded.
(e)	Details of bank	Full particulars of their Bank accounts, like account no. type,
	accounts	when opened etc., should be uploaded.
(f)	Name(s) and	Written information about the names and addresses of their
	address(es) of the	clients along with full details, like names, postal addresses,
	Clients and their	e-mail IDs, telephone (landline and mobile) nos., fax nos.
	present contact	etc., of the contact executives (i.e. the persons who can be
	executives	contacted at the office of their clients by the Bank in case
		it is so needed) should be uploaded.
(g)	Details of	The client-wise names of work(s), year(s) of execution of
	completed works	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
(1.)	0	the work(s) was/ were executed should be uploaded.
(h)	Service set up	Certificate from the manufacturers/any other valid
		document in support of having OEM authorized full-fledged
		service setup at Kolkata should be enclosed.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them. A pre-bid meeting (off-line mode) of the intending bidders will be held in Estate Department, Reserve Bank of India, Kolkata-

700001 and the duly filled in tender documents shall be uploaded on MSTC site. For timelines the Schedule of Tender (SOT) may be referred.

- **5.** Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on November 24, 2025. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in Annexure-1 following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
- 6. Filled and signed tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter.
- 7. Earnest Money Deposit (EMD): Tenderers shall submit to the Bank Earnest Money Deposit (EMD) of an amount of ₹ 1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of an Irrevocable Bank Guarantee (of equivalent amount) issued by any scheduled Bank in India as per Proforma at Annexure-E initially valid up to March 31, 2026 or through NEFT to A/c No 186003001 & IFSC CODE RBISOKLPA01) or a demand draft favoring Reserve Bank of India payable at Kolkata. Such Bank Guarantee (BG) submitted by the tenderer toward EMD shall be suitably extended by the tenderer, if necessary.

The bidders should send the proof of NEFT remittance with transaction number (transaction slip) to estatekolkata@rbi.org.in or should submit the EMD in the form of Demand Draft or Bank Guarantee to the Bank in a sealed envelope. The envelop should be titled as EMD of E-Tender for Supply, Installation, Testing and Commissioning of DG Set for the Bank's Main Office Building RBI Kolkata and addressed to Sh. Sudhanshu Prasad, Regional Director, Reserve Bank of India, Estate Department, 3rd floor, Reserve Bank of India, 15, N S Road, Kolkata – 700 001. Such EMD (in case of DD / BG) or proof of EMD (in case of NEFT) must reach to the Bank on or before 14:00 hours on December 15, 2025, failing which e-tender submitted by such bidder will not be considered. A tender without EMD or with inadequate EMD shall not be opened and will be rejected. Under no circumstances, Earnest Money Deposit will be accepted in any other form.

8. The tenderers have to upload the following documents on MSTC portal

a. All annexures and certificate mentioned in the tender.

b. All the documents mentioned in para-3 above.

c. Make, model and technical data of offered equipment as indicated in Section-VII

d. Section-VIII, IX as mentioned in the tender.

9. Regarding Client's certificate, for works carried out for Government/ public sector

companies, the certificate should be signed by the concerned Executive Engineer or an

officer in an equivalent or higher rank. For works carried out for Private companies,

Copy of TDS has to be submitted for proving the credentials/contract amount The Bank

shall have the right to independently verify these certificates.

10. The Bank shall evaluate the said reports before evaluation of price bid of the e-

Tenders. If any Tenderer is not found to possess the required eligibility for participating

in the e-Tendering process at any point of time and/or his performance reports received

from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right

to reject his offer even after opening of Part-I of the e- Tender and his EMD shall be

returned back to him as it is. The Bank is not bound to assign any reason for doing so.

11. Any amendments / corrigendum to the tender, if any, issued in future will only be

notified on the RBI Website and MSTC portal as given above.

12. All information submitted in response to this tender shall be the property of Reserve

Bank of India and it shall be free to use it to its advantage.

13. The Bank is not bound to accept the lowest e-tender and reserves the right to

accept either in full or in part any e-Tender. The Bank also reserves the right to reject

all the e-Tenders without assigning any reason thereof.

Place: Kolkata

Date: November 24,2025

Regional Director

Reserve Bank of India

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SCHEDULE OF TENDER (SOT)

S. No	EVENT	Details				
1	e-Tender No.	RBI/Kolkata Regional Office/Estate/17/25- 26/ET/640 [SITC of 500kVA DG Set]				
2	Name of the Work:	"Supply, Installation, Testing and Commissioning of DG Set for the Bank's Main Office Building RBI Kolkata -700001."				
3	Mode of Tender:	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid) through MSTC website (https://www.mstcecommerce.com/eprocn)				
4	Date of issue of NIT	November 24, 2025				
5	Date and Time of the Pre-Bid Meeting (offline)	December 02, 2025 at 11:00 Hrs. (The meeting shall be held at conference Room on 3 rd floor Main Office Building Kolkata. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)				
6	Publication of minutes of Pre-Bid meeting/addendum, if any	On or before of December 04, 2025				
7	Bidding start date of Techno- commercial Bid and Financial Bid at MSTC Portal	December 05, 2025 from 11:00 Hrs. onwards				
8	Date of closing of online e-Tender for submission of Techno- commercial Bid and Financial Bid	December 15, 2025 at 14:00 Hrs.				
9	Last date of submission of DD/ Bank Guarantee/NEFT for EMD	Up to December 15, 2025 at 14:00 Hrs.				
10	Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	On or after December 15, 2025 at 15:00 Hrs.				

11	Estimated cost of the work:	₹ 60 Lakh (Rupees Sixty Lakh only)			
12	Earnest Money Deposit (EMD)	₹1,20,000 (Rupees one lakh Twenty thousand)			
13	Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.			
14	Transaction fee	Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment. Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.			

Annexure-1

Bidders are requested to read the terms, conditions and specifications of this tender before submitting of online tender.

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

1) Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

Register as Vendor --Filling up details and creating own user id and password Submit . For further details, go to Download Guide /Video /Registration

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 details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number: 07969066600; Email ID: helpdeskho@mstcindia.co.in (Please

mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all working days for all technical issues, e-

Tenders, System settings etc.

b) Contact person (MSTC)

Shri. Sabyasachi Mukherjee – 7278030407; Email id:

smukherjee@mstcindia.co.in

Shri. Kranti Kumar– 9174009882; Email id: kkkumar@mstcindia.co.in
MSTC Help Line:9499054101/2/3/4; Email id: helpdesk@mstcindia.co.in

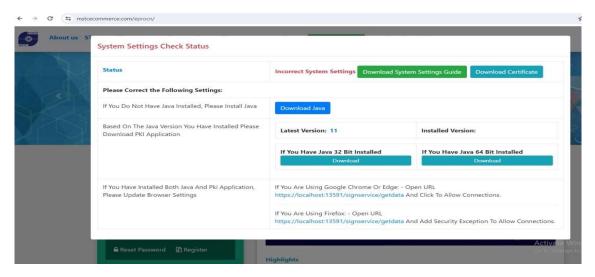
c) Contact person at Estate Department, RBI, Kolkata

1. Sh. R. N Kisku, Mgr (Tech-Elec)	2.	Sh.	Kiran	Paul,	AGM
rnkisku@rbi.org.in, 9831914122	<u>kira</u>	npaul@	<u>)rbi.org.ir</u>	<u>,</u> 967403	33358

B) System Requirement:

The detailed manual is available in the link https://www.mstcecommerce.com/eprocn -- >System Settings -> Download Guide/Edge Setting (for edge browsers) for configuring the system to participate in e-tender.

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at https://www.mstcecommerce.com/eprocn



- 2) The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn. 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) Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.

<u>Transaction fee is non-refundable</u>. A vendor will not have the access to online etender without payment of the transaction fee.

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

5) Information about tenders / corrigenda 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 the

- MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
- **6)** E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

7) Bidding in E-tender:

All bidders need to submit EMD before opening of Part-I of the tender. The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- a) The vendors who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com→e-procurement → New Common Portal → Bid Floor Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.
- b) The vendors 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 specification and save the same. After that click on the Technical bid. If this application is not run, then the vendors/ BIDDER will not be able to save/submit his technical bid.
- c) After filling the Technical Bid, vendors 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 vendors should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendors can click on the "Final submission" button to register their bid.
- d) vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- e) In all cases, vendors should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- f) During the entire e-Tender process, the vendors will remain completely anonymous to one another and to everybody else.
- g) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendors. Any bid will be considered as the valid bid offered by that vendors and acceptance of the same by the Buyer will form a binding contract between Buyer and the vendors for execution of supply.
- h) It is mandatory that all the bids are submitted with digital signature certificate. otherwise, the same will not be accepted by the system.

- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- j) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendors confirms his acceptance of terms & conditions of the tender.
- k) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- I) 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.
- m) Vendors are requested to read the vendors guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding.
- 8) Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
- 9) No deviation to the technical and commercial terms & conditions are allowed.
- **10)** RBI, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- **11)** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://www.mstcecommerce.com/eprocn of MSTC Ltd.
- 12) The tenderers must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 13) The bid will be evaluated based on the filled-in technical & commercial formats.
- **14)** The documents uploaded by tenderer(s) will be scrutinized. In case any of the information furnished by the tenderer is found to be false during scrutiny, EMD of defaulting tenderer(s) will be forfeited. Punitive action including suspension, banning of business and debarment can also be taken against defaulting tenderers.

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



भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA

संपदा विभाग / ESTATE DEPARTMENT कोलकाता / KOLKATA

Address: 15, NS Road, Kolkata 700001 Email: estatekolkata@rbi.org.in

RBI/Kolkata Regional Office/Estate/17/25-26/ET/640 [SITC of 500kVA DG Set]

e-TENDER

Name of work: Supply, Installation, Testing and Commissioning (SITC) of 500-KVA
Diesel Generator Set along with Acoustic Enclosure and AMF Panel for BMOP at
Kolkata-700001

Part I (Techno-Commercial Bid)

बोलीकर्ता का नाम/Name of Bidder _	
पता/Address	

अनुमानित लागत / Estimated cost: ₹ 60 Lakhs

बोली पूर्व बैठक की तारीख Date, time and venue of Pre-Bid meeting कार्यक्रम-स्थल / Venue: Estate Department, RBI Kolkata, 3rd Floor, BMOP, Kolkata -700 001 at 11:00 hrs on December 02, 2025

ई-निविदा जमा करने की नियत तिथि और समय: Due Date and time of Submission of e-Tender: 14:00 hrs on December 15, 2025

ई-निविदा खुलने की तिथि Date of opening of e-Tender: On or after 15:00 hrs on December 15, 2025

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अस्वीकरण

भारतीय रिज़र्व बैंक, सम्पदा विभाग, कोलकाता ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिजर्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्त या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकरी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिजर्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरुप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरिक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Disclaimer

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

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

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

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SECTION-I

Form of Tender

To,

Regional Director Reserve Bank of India Estate Department, Kolkata-700001.

Sir,

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

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing and				
		Commissioning (SITC) of 500KVA Diesel				
		Generator Set along with Acoustic Enclosure				
		and AMF Panel for BMOP at Kolkata-700001				
(b)	Estimated cost	Rs. 60.00 lakh /-				
(c)	Terms of payment	As per clause 3.11 General Instructions				
		to Contractors and Special Conditions.				
(d)	Earnest Money	Rs. 1,20,000.00				
(e)	Performance Bank Guarantee 10% of Contract value					
(f)	Time allowed for completion of	Refer para 3.14.4 of this tender for details				
	work					

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

- 2. 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.
- 3. I/We understand that you reserve the right to accept or reject any or all the e- Tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹ 1,60,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The tender submitted will be only	through e-procurement of MSTC Portal.
Dated thisday of	_2025
For and on behalf of M/s	
(Signature with seal)	
Name:	Designation:
Place:	Date <u>:</u>
uploaded in MSTC portal). Witnesses	
(1) Signature with	
Name, address and date	
(2) Signature with	
Name, address and date	
Place :	

SECTION-II

Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES C	F AGRE	EEMENT	made the		day	of		
between the	Reserve	Bank of	India having its	Central	Office	at Mum	nbai 400	001
(hereinafter	called	"the	Employer")	of	the	one	part	and
			(hereinafte	r called '	"the Co	ntractor'	') of the c	other
part.								

WHEREAS the Employer is desirous of Supply, Installation, Testing and Commissioning (SITC) of 500-KVA Diesel Generator Set along with Acoustic Enclosure and AMF Panel for BMOP at Kolkata - 700001 and has caused drawings and specifications describing the work 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

- (a) the Contractor has agreed to execute upon the subject work 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 as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as, the said Contract Amount").
- (b) The Contractor has agreed to maintain the DG Set installed by them including the retained cabling during the one-year Defect Liability Period (DLP) and Nine years of Non-Comprehensive Annual Maintenance Contract (NCAMC) thereafter at the amounts for respective years as quoted by them in tender part II.

NOW IT IS HEREBY AGREED AS FOLLOWS

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

- 2. 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 Employer 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.
- 4. The Said Conditions, various schedules and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
- 5. The agreement and documents mentioned herein shall form the basis of this contract.
- 6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs. ------ inclusive of GST amount to be paid for according to actual measured quantities at the rates contained in the Schedule of work and Probable quantities or as provided in the said Conditions.
- 7. The Contractor shall make good any damages done to walls, floors etc. after the completion of such works. 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.
- 8. Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work and to complete the entire work as mentioned in para 3.14.4 subject nevertheless to the provisions for extensions of time.
- 9. All payments by the Employer under this contract will be made only at Kolkata.
- 10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only Courts at Kolkata shall have jurisdiction to determine the same.
- 11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 12. Where the business or undertaking of the contractor, is taken over by any other person / entity in any legally recognized mode of take-over, then unless the contractor is entitled to continue to provide to the Bank the services contemplated under this Agreement, it shall be duty of the contractor to ensure that such other person / entity

is obligated to provide the services contemplated under this Agreement under the same terms and conditions. In case the contractor does not so ensure and consequently maintenance services are not provided, or the successor of the contractor fails to honour the terms of this Agreement, then –

- a) Any sums due to the contractor towards NCAMC shall be liable to be forfeited and successors of the contractor shall not be entitled to claim any money due to the contractor; and
- b) The Bank shall arrange to get the NCAMC services through their successor or any other contractor mutually agreed with the Bank, at the risk and cost of the Contractor/ successor, as the case may be.
- 13. The Bank shall have right to forfeit the earnest money deposit, security deposit, retention money, performance Bank Guarantee submitted by the Contractor in case of failure by the Contractor to provided satisfactory services.

14. Obligations of the Contractor and the Bank during Defect Liability Period and Non-Comprehensive Annual Maintenance Contract Period.

A. Obligations of the Contractor:

- a) The Contractor shall provide Non-Comprehensive Annual Maintenance for the DG Set which includes periodic routine/ preventive and also any number of breakdown calls along with supply of all spares and labour involved for the supplied/ installed equipment and its accessories in order to ensure proper functioning of the system. The NCAMC period will commence from expiry of one year defects liability period and accordingly shall be valid for a period of Nine years.
- b) Security Deposit and Performance Bank Guarantee for due fulfilment of contract including DLP and NCAMC, as prescribed in the tender shall be submitted by the contractor.
- c) The contractor shall ensure that the required spares etc. for proper maintenance are readily available with them and for the satisfactory completion of DLP and NCAMC period. The contractor shall also ensure to keep spare equipment as detailed in general instructions at site to ensure prompt rectification of the defect during DLP and NCAMC period.
- d) The Complaint/ Message may be sent by the Bank to the address/ Telephone Number/ email of the Contractor.

- e) While submitting the invoice towards annual maintenance to Bank, the Contractor has to furnish a satisfactory working service reports from the Bank. The certification given by the Bank is final and shall not be subject to any dispute.
- f) The Contractor has to replace any defective parts with the Manufacturer's genuine parts under intimation to the Bank's authorized personnel.
- g) The Contractor shall be responsible to take and accordingly obtain all the insurance required for its employees carrying out the NCAMC works under this agreement, such as Workmen Compensation or any other requisite and necessary insurance.
- h) The Contractor shall keep the Bank indemnified in case any action is taken against them by any Authority on account of contravention by the Contractor or its employees, of any of the provision of any act or rules made there under pertaining to maintenance of the equipment(s). If the Bank is made liable to pay or reimburse any amount due to non-observance, if any, on the part of Contractor, of any provision stipulated in the notification by law/act/rules/regulations etc., then Bank, shall have the right to deduct any money due to the Contractor under this Agreement.
- i) The Contractor shall deploy adequate number of qualified and duly experienced service engineers and such other skilled personnel with necessary certification wherever necessary for carrying out the services, attending repairs and maintenance for the scope of work under this Agreement and considering the nature of working of the Bank, shall ensure availability of its maintenance personnel as and when required.
- j) The Contractor shall only employ its own employees / OEM's employees for rendering the services contemplated under this Agreement. The Contractor shall ensure that all the personnel deployed by it, act with proper demeanour and in case the Bank notifies the Contractor that any of its personnel need to be replaced for any reason, the Contractor shall promptly act upon such notice by the Bank and replace the concerned personnel.
- k) The Contractor shall familiarize itself and fully comply with the provisions of all the Acts/ Rules/ Regulations and orders of the State/ Central Government applicable to the work, including the Payment of the Wages Acts, Workman's

- Compensation Acts, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.
- The Contractor shall abide by all existing or future labour related enactments and rules and regulations made there under, notifications issued, etc. by the State or Central Govt. or Local Authorities

B. Obligations of the Bank:

- a) Terms of Payment for Maintenance Services: Bank shall be responsible for making all payments to the Contractor during the NCAMC period for rendering satisfactory maintenance services as per scope of works stated herein. Quarterly payment shall be made by the Bank to the contractor after rendering of satisfactory services during the quarter subject to submission of bill along with requisite service reports.
- b) Rate of NCAMC Charges: The annual rate of NCAMC Charges shall be as quoted in the tender and revised thereafter while renewal of NCAMC, as per terms of contract:
- 15. Penalty for Delay in Services during Defect Liability Period (DLP) and Non-Comprehensive Annual Maintenance Contract (NCAMC) period: This being an emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied during DLP and Comprehensive maintenance period

S. No.	Condition	Rectifica tion time	Penalty
(a)	Any defects resulting in total failure of the system	4 hours	Rs.2500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.1000/- per day

<u>Note:</u> Penalty subject to maximum of 50% of the annual maintenance charges, if the defect in the system is not rectified within the time as stated above. In addition to this, if the system is not rectified within the period of 3 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 BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

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

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.

15. Prevention of Sexual Harassment clause: -

- a) The Contractor / Agency 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/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional 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, if sexual violence by the employee of the contractor is proved.

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

16. Force Majeure (applicable during the currency of the completion period and subsequent committed DLP period):- If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

- 17. **Performance Bank Guarantee (PBG)** as security deposit: As prescribed in para 3.10.3
- 18. All the terms and conditions of this tender shall be complied with.
- 19. The scope of work during DLP and **NCAMC** period shall be as prescribed in this tender.

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

If the Contractor is a partnership or an individual

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

Signatures (If the contractor is Company.)

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

(name and designation)

in the presence of
Witnesses
(1)
Address
(2)
Address
If the party is a partnership firm or an individual should be signed by all or on behalf of
all the partners.
SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri
(name and designation)
in the presence of
Witnesses
(1)
Address
(2)
Address
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
If the Contractor signs under its common seal, the signature clause should tally with
sealing clause in the Article of Association.
Note: Bank reserves the right to modify the contents of the Articles of the Agreement
before the Agreement is entered with the Contract.

SECTION-III

General Instructions to Tenderers and Special Conditions

3.0 Online Submission of Tender: -

The Tender shall be submitted online. The tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened as per SOT. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e- mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

- 3.1 Tenderers are advised to use only the forms (tender books) available on the website. Each page of the forms shall be signed uploaded. Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.
- 3.2 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and uploaded online. The tender should be uploaded and submit online within the stipulated time / date as per SOT.

3.3 Part I – Technical & Commercial

3.3.1 Part I – Shall contain the unpriced tender consisting of complete technical specification including documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, makes of materials, technical description. The EMD shall be deposited through NEFT / Bank Guarantee / Demand draft. The NEFT details after submitting EMD through NEFT shall be uploaded with the tender and Bank Guarantee / Demand Draft in lieu of EMD shall be submitted in person to Estate Dept., 3rd floor, Reserve Bank of India, 15, N S Road, Kolkata – 700001 as per SOT.

Part I of the tender as submitted in online shall contain the following: -

a) **Power of Attorney**/ authorisation with the seal of the tenderer in the name of the person signing the tender documents (Annexure-D).

- b) Duly filled in (sealed and signed) **Tender Part-I** issued by the Bank.
- c) Signed and stamped **Un-priced Bill of Quantities** without writing any rates therein
- d) List of the **makes/ models of various equipment** (Diesel Engine, Alternator, MCCB, Contactor, etc.) offered by the tenderer for this project.
- e) Duly filled in (sealed and signed) **compliance sheet for technical specifications** of the offered equipments (FACP, detectors, Hooter, cable etc.) and technical literature thereof.
- f) **Undertaking for maintenance confirmation** by the tenderer for after sales service as per Annexure-A.
- g) The tenderer's **confirmation of technical sufficiency** to deliver the objective of proposed system as per Annexure-N
- h) <u>Time schedule for Work Execution (Bar Chart)</u>: Schedule indicating timelines for delivery of various equipment, installation, testing, commissioning and handing over system to Bank within the tender stipulated time period. The schedule should be prepared keeping in view seamless transfer of existing system to the new system without any shutdown.
- i) Letter of Authorisation from the **Original Equipment Manufacturers (**OEMs) as per Annexure-G.
- j) Undertaking by the **Original Equipment Manufacturers** (OEMs) of the offered equipments on their letter head duly sealed and signed by their authorized signatory in the format given at Annexure-O on **conformity to the rules on Countries sharing Land Border with India** issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, and sequent revisions thereon.
- k) Compliance to the technical specifications of the offered makes/ models from the OEM on their letter head.
- I) Road map for end of sale and end of support of the offered makes/ models from the OEM on their letter head. The product offered should have end of support at least up to March 2036.
- m)Escalation matrix with designation of the officials and contact details (phone/ mobile/ Email Id etc.) to whom the issues can be addressed by the Bank's offices during the execution / maintenance period.
- n) Any other technical information the tenderer wishes to furnish.

- 3.3.2 **Pre-qualification Criteria: -** As mentioned in Notice Inviting Tender will be applicable.
- 3.3.3 The Tenderers are advised to visit the site of installation and acquaint themselves with the site conditions before submit tender.
- 3.3.4 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.
- 3.3.5 The tenderers shall upload full details of the patent, trade mark, registered intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 3.3.6 All information, correspondence letters shall be submitted in duplicate and addressed to Regional Director, Estate Department, Reserve Bank of India, 15, N S Road, Kolkata 700001.
- 3.4 Part II Price bid: Part II containing price bid.
- (a) This part shall contain prices in <u>Indian Rupees only</u> as per format (Part II) given in the e-tender. No other enclosure is permitted in Part II. Changes of terms and conditions and technical deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void.
- (b) Rates should be quoted in columns specified through online process. No request entertain for any change in rate or conditions after the opening of the part II tender will be entertained.
- (c) The rates quoted shall be deemed to be for the finished work i.e. charges for all materials, labour, insurance, transportation etc. **and excluding GST** and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank. **However, GST shall be calculated by the system.**
- (d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.5 Pre-Bid Meeting

Pre-Bid meeting with the intending Tenderers, to clarify any point/doubt raised by them in respect of the tender, will be held at time and venue mentioned in SOT. No separate

communication will be sent for this meeting. All the intending Tenderers are advised to attend the meeting and study the tender documents. Kindly note that site visit, if necessary, shall be a part of this pre bid meeting. No bidder shall be allowed to visit the site separately before or after the date of pre bid meeting. Hence, all prospective bidders are advised to attend this meeting and carry out site visit to ascertain themselves of the feasibility of carrying out the entire work as per scope of the tender, before quoting their rates. The bidders may send an e-mail before the date of pre-bid at estatedepartment@rbi.org.in or kiranpaul@rbi.org.in for their queries or indicate any points/conditions/specifications which need to be clarified during the meeting. They may also indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II). Any Queries after the pre-bid meeting will not be entertained.

3.6 Opening of e-Tender: -

Part-I of the e-tenders will be opened on the time as mentioned in SOT. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

3.7 Scope of Work: -

The scope of work shall include the followings.

- a) Delivery of all equipment, materials to Bank's site at Kolkata including packing, handling, transporting, insurance, loading / unloading at site.
- b) Obtaining Insurance Policies and any other work as stipulated in the tender document.
- c) Carefully removing the existing DG set, AMF Panel, cables, etc. and storing them safely at designated place identified by the Bank before taking away under buyback.
- d) Providing alternate DG set power supply back-up during the shutdown period for replacement of existing DG set with new DG set, either (i) by hiring and providing a 320 KVA DG set along with necessary cables etc. for connection or (ii) relocating the existing 320 KVA DG set at alternate suitable place and connecting the same with Bank's power infrastructure by providing temporary cables etc.

- e) Installation, testing, commission and handling of the new DG set and its allied equipment's (as specified in this tender). Installation, testing and commissioning shall be done without hampering normal operations of Bank.
- f) Providing service including all spares, etc. during warranty period and Non-Comprehensive AMC period.
- g) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and to the requirements of the local electricity authority and CEI and no deviation on any account will be permitted.
- h) The Bank will pay the requisite fee to the Government authority, if required, for any permission required in connection with this work. However, the contractor shall have to liaison with them and have to submit the approval from State Pollution Control Board / fire authorities, as applicable, for permission to operate the Generator. If the contractor fail to bring down the noise within specified limits. In such case the contractor shall have to improve their acoustic design to reduce the noise level. The contractors may visit the site before submission of their offers.
- i) Please note that although generator is in working condition at present and Bank will not accept any reason like old generator/defective generator etc.
- j) The installation of DG set shall be inspected and certified by the official of the Original Equipment Manufacturer (OEM) of DG set for healthy installation & commissioning of entire system before handing over the same to Bank.
- k) Obtaining and submitting the requisite approval from electrical inspector and pollution control board.
- I) The tenderer should indicate in his tender the complete description of the working of the system / sub systems and their power requirements with all relevant brochures / literature etc. in addition to those called for in the Technical Specifications:
- m) The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.
- n) Taking away the items under buyback as approved by the Bank.
 Note: The replacement of old detector / devices by new one will be carried out during and/or beyond office hours on working days and/or on Saturday / Sunday / Bank's holidays as directed by Bank.

Before submission of tender, tenderers are requested to visit site and plan accordingly as regard involvement of efficient manpower, cost etc. to complete the project in all respect within the timeframe as stipulated in the tender.

3.8 Validity of e-Tender: -

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

3.9 Lowest e-tender not necessarily to be accepted: -

- a) The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.
- b) The tenderer whose e-tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-tenders, even though the Bank may elect to modify/withdraw the tender

3.10 Earnest Money Deposit, Security Deposit, Contract Value, Retention Money, Performance Bank Guarantee: -

3.10.1 Earnest Money Deposit: All Tenderers shall deposit Earnest Money as prescribed in NIT. The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will not be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be forfeited (including the Bank Guarantee shall be liable to be enforced). The EMD will be forfeited if the tenderer withdraws their bid after opening of the Techno-Commercial Bid (Part I).

The EMD of successful tenderer shall be released on acceptance of the tender **and** on production of a Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex-F towards security deposit for due fulfilment of the Contract.

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract within fourteen days

thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the Techno-Commercial Bid (Part I). b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

3.10.2 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.10.3 Performance Bank Guarantee (PBG)

a) Security Deposit during Project execution and DLP: The successful tenderer would be required to submit a Bank Guarantee, from any scheduled Bank in the form prescribed by the Bank as per Annexure-IV, towards "Security Deposit" for an amount equal to 5% (Five percent) of the contract value within fourteen days of the award of work. Should the successful tenderer fail to furnish the Security Deposit in any office within specified time, charge for delay in such submission shall be recovered from the bills of the contractor at Bank rate. This Bank Guarantee shall be initially valid for a period of minimum one year and shall be kept valid by the tenderer till completion of defect liability period of one year.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful tenderer till furnishing the PBG towards security deposit.

<u>Contract Value:</u> The Contract Value mentioned in this document means the total value of capital cost of work, excluding buyback value, NCAMC, etc., at which the work is awarded.

(b) Bank Guarantee towards NCAMC (i.e. Non-Comprehensive Annual Maintenance Contract) period:

After completion of the DLP of 1 year from the date of virtual completion, the successful tenderer may extend the validity of above stated PBG or shall furnish an amount equal to 10% (Ten percent) of the Contract value (project work) in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex

towards Security Deposit for the due fulfilment of the terms and obligations of the NCAMC period. This 10% BG should be valid for a period of NCAMC i.e., 9 years with a claim period of three months.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms & conditions of DLP and NCAMC set out in the tender at any time during the currency of committed period of 10 years (1 yr. DLP + 9 years NCAMC).

- 3.10.4 **Retention Money Deposit (RMD)**: In addition to Security Deport (as mentioned in 3.10.3(a) above), retention Money @ 5% of certified amount will be deducted from each bill. The RMD may also be released on successful completion of DLP after receipt of the PBG for NCAMC period as mentioned in above para.
- **3.10.5** Security Deposit and Retention Money shall be released after the completion of defect liability period of one year and on submission of new BG for an amount equal to 10% of contract value as **Performance Bank Guarantee** (as mentioned in para 3.10.3(b) above) for due fulfilment of the terms and obligations towards Committed Non-Comprehensive Annual Maintenance Contract (NCAMC) Period for Nine years.

3.11 Terms / mode of Payment: -

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

- 1) 75% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:
 - Manufacturer's Inspection and Test Certificates
 - b. Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems 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.
 - c. Policies of insurance covering all the risk as mentioned at para 3.13.
- 2) Balance 15% of the quoted rates against installation and testing.
- 3) Balance 5% of the quoted rates after commissioning and handing over of the entire system and submission of PBG as per clause 3.10.3.
- 4) Balance 5% of the quoted rates after submission of statutory approvals as applicable.

3.12 Taxes:-

The rates should be quoted exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.13 Insurance:-

- 3.13.1 The contractor shall take the following insurance policies for the work in the joint names of the Bank and the contractor (Bank's name being first) for the full contract value. The policies shall remain valid from delivery of martial at site till virtual completion of work for each phase:
 - a) Contractor All Risk Policy of contract value including Storage, installation, testing and commissioning.
 - b) Workmen compensation policy for the employees of the contractor at site.
 - c) Third party liability policy for a total of Rs.50 lakhs and with a limit of Rs10 lakh per accident.
 - d) Fire Insurance, Flood insurance, earthquake, if not covered in policy at (a) above.
- 3.13.2 In case of any delays in the completion of the work for any reason whatsoever, the contractor shall arrange to renew these policies without any additional cost to Bank.
- 3.13.3 If the above policies are not submitted / renewed by the contractor in time, the Bank reserves the right to take the above insurance policies and recover the cost of insurance along with the administrative charges from the contractor's bill.

3.14 Completion Period: -

3.14.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of issue of the letter of acceptance of tender. The work shall throughout the stipulated period of the contract be proceeded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

- 3.14.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
- 3.14.3 Bank will provide lockable storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.
- 3.14.4 **Completion Period:** SITC of DG Set in Bank's main office building and Bank's Annex building shall be completed within 50 days from 10th day of the issue of work order.
- 3.14.5 Liquidated Damages and Milestones: Time allowed for carrying out the work is as mentioned above shall be strictly observed by the Contractor. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within this specified period, he shall be liable for liquidated damages @ 0.25% of the value of work per week of delay subject to a maximum of 10% of the contract value (contract value means the total value of capital cost of work, excluding buyback value etc., at which the work is awarded) as defined in "Appendix herein before referred to" of the contract. This will be in addition to any expenses incurred by the tenderer in keeping the existing (old) system functional for such extended period due to delay in completion. The liquidated damages will be levied in following manner:

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The projects are broken down in the following three milestones indicating time and amount for achieving each milestone. In case, the contractor does not achieve a particular milestone(s), if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount to be calculated based on the targeted financial progress for the milestone and the delay up to the Running Account bill under processing shall be withheld (as per the method given below) to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of

payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved, however, the amount to be withhold from a R.A. bill before reaching to a particular milestone(s) shall be calculated for the delay until the date of R.A. bill. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of her/ his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

Specimen Milestone Chart:

Milestone	Due date	Milestone Target amount
Project Start	D0	0
1st	D1	T1
(N-X) th	D(N-X)	T(N-X)
(N-X+1) th	D(N-X+1)	T(N-X+1)
(N-X+2) th	D(N-X+2)	T(N-X+2)
(N-1) th	D(N-1)	T(N-1)
N th	D(N)	T(N)

Say a RA bill received on $D_{(R)}$ is certified for gross amount of R where:

- a) $T_{(N-X)} \le R < T_{(N-X+1)}$ i.e., Progress reached up to $(N-X)^{th}$ milestone
- b) RA Bill date $D_{(R)}$ is after $D_{(N)}$ i.e. N^{th} milestone has become due as on RA bill date
- c) Withhold amount for not achieving Nth milestone $A_{(N)} = (0.0025/7)^*(D_R-D_N)^*(T_N-T_{(N-1)}) \text{ where } T_{(N-1)} \text{ will be zero if Nth milestone is the first in the series of delayed milestones.}$

Gross Withhold amount for current RA bill: The withhold amount shall be calculated as follows:

- a) Withhold amount for milestones achieved with delay till previous RA Bill = P
- b) withhold amount for milestones achieved with delay during current RA bill = Q
- c) withhold amount for milestone due but not achieved till current RA bill. = R

$$P = A_{(1)} + A_{(2)} + \dots + A_{(N-X-1)}$$

$$Q = A_{(N-X)}$$

$$R = (0.0025/7)^*((D_R - D_{(N-X+1)})^*(T_{(N-X+1)} - T_{(N-X)}) + (D_R - D_{(N-X+2)})^*(T_{(N-X+2)} - T_{(N-X+1)} + \dots + (D_R - D_N))^*(T_{(N)} - T_{(N-1)})$$

For the Project N=3 i.e., three milestones as follows:

Milestone	Due date	Milestone Target amount
Project Start	D_0	0
1 st	D ₁ = 30 days from scheduled commencement of work	T ₁ = 30% of contract value
2 nd	D ₂ = 40 days from scheduled commencement of work	T ₂ = 70% of contract value
3 rd	D ₃ = 50 days from scheduled commencement of work	T₃=100% of contract value

3.15 Defects Liability Period (DLP) and Non-Comprehensive Annual Maintenance Contract (NCAMC) after DLP period:

The entire system shall be warranted against all types of defects including any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of handing over of the equipment to the Bank and the system shall be maintained under NCAMC for nine years thereafter.

During this period, servicing at not less than FOUR servicing or as prescribed by the manufacturer shall be carried out, further attending to ANY NUMBER of breakdown calls as when required within the amount quoted. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Non- Comprehensive Annual comprehensive maintenance contract after the expiry of the guarantee period as per the scope. The service contract rate shall also take into

account all the cost, including travel cost from the nearest service station. This being a Bank's emergency equipments, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

S.		Rectification	Penalty
No.	Condition	time	(Per day)
(a)	Any defects resulting in total failure of the System	4 hours	Rs.2500/-
	Any defects in independent devices,		
	components, cables which may not result in total		
(b)	failure of the system	48 hours	Rs.1000/-

<u>Note:</u> Penalty subject to maximum of 50% of the annual maintenance charges, if the defect in the system is not rectified within the time as stated above. In addition to this, if the system is not rectified within the period of 3 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 BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.

- 3.15.1 The tenderers shall indicate details such as the service center from which the proposed systems at Kolkata will be serviced, the staff strength at that center and the availability of spares for the system at that center.
- 3.15.2 Any penalty during the DLP period shall be recovered from any dues payable to the contractor or invoke from the Bank Guarantee.

3.16 Non-Comprehensive Annual Maintenance Contract (NCAMC) after DLP period:

The contractor shall furnish an undertaking that they will provide spares and support and maintain the DG Set and AMF Panel satisfactorily for a minimum period of **9 years** from the date of expiry of the defect liability period. After 1-year DLP and the contract rate will be renewed annually subject to only price variation clause as specified in the tender. The **NCAMC** will include all labour charges and supervisory charges towards inspection of the DG Set and AMF Panel which will be carried out quarterly and a report submitted to the Bank about the condition of the DG set. It will also include all labour charges and supervisory charges required for annual maintenance and other works as recommended by the manufacturer and preparation of estimates for all breakdown and repair works. All spares and consumables as required will be arranged by the contractor with prior approval of the Bank and will be paid by the Bank over and above the agreed **NCAMC** charges.

3.17 Packing and Dispatch: -

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's Office Building, Kolkata.

3.18 Signing of Contract Agreement: -

- a) The General instructions to the tenderers and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- b) The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.
- c) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender may be rejected.
- d) On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within **fourteen days** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of the tender will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- e) The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor
- 3.19 **Renewal of NCAMC:** -The service contract shall be renewed for an additional period of at least 8 years after the initial annual service contact period of 1 year after 1 year warranty. While renewing the contract the new contract amount will be arrived at

based on following formula.

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P)] x (1/100)$		
Ac	The contract amount for the current year.	
Ap	The contract amount for the previous year.	
EPIc	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.	
EPI _P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.	
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.	
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.	

3.20 Sufficiency of Schedule of Quantities: -

- 3.20.1 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.
- 3.20.2 The quantities in the schedule of quantities approximately indicate the total extent of work, however, it may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.21 Language

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

3.22 Right to Accept Part Tender

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

3.23 Evaluation of e-Tender

Tenders will not only be evaluated based on capital cost but also considering the rates quoted for Non-Comprehensive Annual Maintenance Contract (NCAMC) for a period of 9 years after expiry of one-year DLP. Tenders will, therefore, be evaluated based on the total cost of ownership (TCO) for 10 years which will be arrived at as under.

Total cost of ownership (TCO) = C - B + F*A

Where:

- i) The capital cost (C) quoted for SITC of DG Set
- ii) Less buy back amount (B) quoted for removal and taking away of existing (old) DG Sets (except retained cabling) as indicated in BOQ.
- iii) A = The amount quoted for Non-Comprehensive Annual Maintenance Contract (NCAMC) charges
- iv) F is the NPV factor for the NCAMC. NPV factor will be computed as per the following parameters

(a)	Discount factor	8% per annum
(b)	Escalation factor	5% per annum
(c)	Period of NCAMC	9 years (after DLP of one year)
(d)	Payment terms of	Quarterly payment after satisfactory completion of
	NCAMC	service.

F= 7.1161

3.24 Import License

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

3.25 Adherence to Specifications

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

3.26 Acquaintance with the site of work

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

3.27 Schedule of quantities

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each

tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

3.28 Not entitled for any compensation

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

3.29 Bound to carry all items of the work

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

- 3.30 Application of Minimum wages/ gratuity/ Contract Labour Act to the workmen: The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.
- 3.31 **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.
- 3.32 The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.33 Provision of Rule 144(Xi) of the GFR 2017:

Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the public procurement orders issued in furtherance thereto, and their subsequent revision shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in **Annexure-L**. If this Undertaking / Declaration / Certificate submitted by

the bidder is found to be false, his/her its tender / work order will be immediately terminated, and any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Place:

Date:

Signature and seal of the tenderer.

SAFETY CODE

- 1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be Maintained in a readily accessible place.
- 2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
- 6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
- 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 handgloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
- 10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 11. Suitable face masks should be supplied for use by the workers when the paint is applied

- in the form of spray or surface having lead paint dry rubbed and scrapped.
- 12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- 13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place:

Date:

Seal & Signature of the Tenderer.

FIRE SAFETY

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

	ergency light/torches shall be provided by the contractor to the ng beyond office hours.
Place:	
Date:	
	Seal & Signature of the Tenderer.
	SECTION-IV
The Conditions Herein	after Referred To
I. In constructing these co	onditions, the specification, schedule of quantities and Contract
Agreement, the following	ing words shall have the meaning herein assigned to them
except where subject o	or context otherwise requires.
a) "Employer"	Shall mean the Reserve Bank of India and shall include its assignees and successors.
b) In the case of company	"Contractor shall meana company incorporated underand having its registered office atand 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) "The works"

 Shall mean Tender for Supply, Installation, Testing and Commissioning of 500 KVA DG Set for the Bank's Main Office Building at RBI Kolkata -700001.
- 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 with regard to":
 - a) The variations or modifications of the 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. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all catalogues and Specifications data sheet.

- 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. <u>Authorities</u>, 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 Bank 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 be shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

- 6. Setting out of work: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of 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. <u>Dismissal of workmen</u>: 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 authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
- 11. <u>Bank's Engineer</u>: 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. <u>Sufficiency of Schedule of Quantities</u>: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his e- Tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
- **16. Measurement of works**: The Bank's Engineer may, from time to time, intimate to the

contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

All authorized 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 authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized 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 remain ing 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 plus 15% towards establishment charges, contractor's overhead and profits.

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. <u>Unfixed materials when taken into account to be the property of the Employer</u>

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. <u>Defects after virtual completion</u>: 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 subcontractors employed by the contractor and are herein referred to as nominated subcontractors.

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 Bank 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 be 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 Bank 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 Bank 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.

The contractor shall, within 14 days from the date of award of the work, ensure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within 14 days from the date of award of work. In default of the contractor, insuring as provided above, the employer may so ensure 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.

- 25. <u>Date of commencement and completion</u>: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
- 26. <u>Damages for non-completion</u>: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 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.
- 27. <u>Delay and extension of time</u>: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the 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 endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
- 28. <u>Contractor's failure to comply with Employers instruction</u>: 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.

29. 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 Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

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 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

- (v) 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
- (vi) 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.

30. <u>Termination of Contract by Contractor</u>: 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 Bank or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

- 31. <u>Delayed Payment</u>: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring 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.
- 32. 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 33 hereof in the same way in all respects (including the provisions as to opening the reference).

33. Right of technical scrutiny of final bill

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

34. Employer entitled to cover compensation paid to workman

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.

35. Abandonment of works

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

36. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, 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 event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of

terminating the contract without incurring any liability for such termination.

38. Non-Disclosure Clause

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

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.

39. Prevention of Sexual Harassment clause

- (a) The Contractor / Agency 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/Agency shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional 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, if sexual violence by the employee of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees aboutprevention of sexual harassment at workplace and related issues.
- (e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- 40. Force Majeure (applicable during the currency of the completion period and subsequent committed DLP and NCAMC period):- If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- **41. Debarment of firms from bidding**: A firm/ bidder may be debarred from the bidding/ participation in tender, on the following grounds:
 - 1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with on intent to gain unfair advantage in the procurement process or for personal gain
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract.
- failed to disclose conflict of interest.
- j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (1) with any public institution/entity in India or any other country during the last three years or of being debarred by any public procuring institution/entity.
- 2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- 3. If the bidder has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other low for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

43. Minimum wages to the workman:

The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect / proof of evidence, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

44. Labour License:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

45. <u>Settlement of dispute by Arbitration:</u> All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the

Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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 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.

The venue of arbitration shall be the centre/city in which the work is being executed.

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Place:

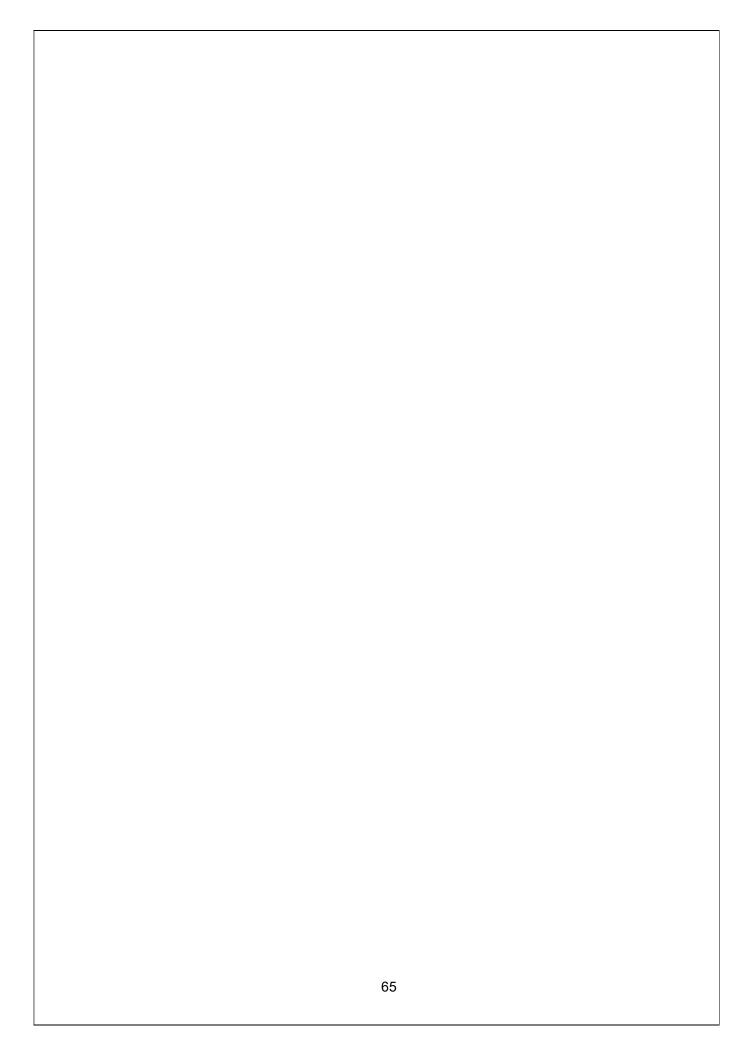
Date: Signature of the Tenderer with Seal.

SECTION-V

Appendix Herein before Referred To

1.	Defects Liability Period	One year from the date of Virtual
		Completion
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th day after the date of issue of work order
4.	Date of Completion	Date of virtual completion certificate
5.	Rate of liquidated damages for non-completion of work.	As per terms of tender
6.	Value of works for interim certificates	10% of the contract value
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum
9.	Performance Bank Guarantee	As prescribed in tender

Date:	Seal & signature of Contractor



SECTION-VI

SYSTEM REQUIREMENT AND SPECIAL CONDITIONS

- 1. All the potential bidders are advised to visit the site so as to understand the exact requirement of the captioned work and quote the rates accordingly.
- 2. Rates should be inclusive of minor civil works necessary to accomplish the task including making hole, grouting using Dash Fasteners and other minor works not specifically mentioned but are compulsory for completing the work.
- The work should be carried out in such a manner so as to create minimum hindrance and trouble to existing ongoing operation and without hampering the Banks fire and safety emergency.
- Successful firms should co-operate with other contractor working in the same area.
 For the work an exclusive engineer should be deputed to supervise and monitor the work.
- 5. Bank will only provide incoming supply at one point and subsequent wiring using suitable size of copper cable is to be included in the work.
- 6. Supplier shall submit the performance test report / result for the supplied equipments before installation and commissioning.
- 7. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
- 8. The workmen will not be allowed to stay within the premises.
- 9. The water required for workmen can be availed from the available source at site free of cost.
- 10. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
- 11. Permission, if any, required from the local bodies shall be obtained by the Contractor.
- 12. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
- 13. 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 office occupants and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.
- 14. The contractor shall prepare three copies of **as done** / **as build drawing** after completion of the work and shall submit along with the final bill.

- 15. 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.
- 16. 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.
- 17. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
- 18. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
- 19. The contractor shall depute a qualified supervisor during the execution of the work. No work shall be carried out at site in unsupervised manner. Work to be carried out as per working hours as specified in NIT.

Place:-	
Date:-	Seal & Signature of the Tenderer.

SECTION - VII

Technical Specifications

7.0 General Description and Scope of Work

Supply, Installation, Testing and Commissioning of 415V Volts, three phases, 500-KVA CPCB-IV+ Emission Compliant DG sets Prime Rated, 1500 RPM, with inbuilt Radiator water Cooled DG set, acoustic enclosure, power and control cables, batteries, battery charger, AMF Panel and associated accessories etc. for the Bank's Office Building, Kolkata.

7.1 DIESEL ENGINE SET

7.1.1 DIESEL ENGINE

- a) The diesel engines shall be of the direct injection with Radiator cooled, turbo charged operating at a nominal speed of 1500 RPM and engine output shall be not less than 437-KW at 100 per cent load and coupled to 500-KVA Alternator. Deliver 500-KVA output at site at 50 degree and after deduction of the Aux power.
- b) The engine shall meet the current emission norms.
- c) The engine fitments shall include but not be limited to the following: -
 - (i) Rigid Coupled single bearing 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 shall be inline/ V type
 - (v) Engine shall be turbocharged, charge air cooled
 - (vi) Engine driven fuel pump
 - (vii) Engine driven coolant pump
 - (viii) Engine driven lubricant Lube oil pump, oil cooler and filter. Also, first fill of oil and coolant need to be supplied
 - (ix) Silencers with "Residential / domestic Grade".
 - (x) 12/24 V D.C Starter and battery charging alternator.
 - (xi) 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/LED type displaying Engine and Alternator parameters, compatible for BMS Integration through' RS485. Functionality. Electronic Governing compatibility. LED/LCD backlit display, remote start-stop Audible & Visual warning for Inducement Suitable for FAE based engine architecture Engine Metering, Oil pressure, Engine temperature, Starting battery voltage, Engine running hours AC Alternator Metering, L-L Voltage and L-N Voltage, Current (phase and total), kVA (phase and total) and Frequency. kwh, Total & per phase (kw & kVA), PF, Utility Voltage and Freq Engine Protection, Low lube oil pressure, High/Low coolant temperature, Battery High/Low/Weak Volts, Fail to Crank/Start, Sensor failure, Cranking lockout, Low fuel level AC Alternator Protection, Over/Under Voltage, Over/Under Frequency, Loss of AC sensing. Overspeed, Over Current, kW Overload Data Logging, Engine hours, Control hours and up to 5 recent fault codes Configurable glow plug control 12/24 Volt DC operation Sleep mode Modbus interface (RS485 RTU) In Power compatible (PC based service tool) Certifications - meets the requirement of relevant ISO, EN, Mil Std. and CE standards Maintenance due alarm based on Engine Run Time and due date Fuel and DEF level visual display Exerciser scheduler. Daily fuel service tank as per the CPCB with minimum 725 litters capacity (standard tank fabricated from M.S. sheet with inlet, outlet connections pipes with DG set & air vent tap, drain plug and level indicator (gauge) M.S. fuel piping from tank to engine with valves, unions, reducers, flexible hose connections and floor mounting pedestals, twin fuel filters and fuel injectors. 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 Safety Features and Protection

- a) Low Oil Pressure Warning
- b) High Coolant Temperature Warning
- c) Low Coolant Level (Warning or Shut Down),
- d) Low Oil Pressure Warning
- e) High Coolant Temperature
- f) Shut Down Fail to Crank
- g) Shut Down
- h) Cranking Lockout Over speed Shut Down
- i) Emergency Stop Shut Down
- j) Fault Log for at least Last 5 Faults
- k) Weak Battery Warning

Electrical Safeties Features and Protection

- a) High AC Voltage Protection,
- b) Low AC Voltage Protection,
- c) Under Frequency Protection,
- d) Loss of Excitation,
- e) Weak Battery Monitoring Feature

Engine Safety Features

- a) Battery Voltage Monitoring,
- b) Coolant Temperature,
- c) Monitoring Low Lube Oil
- d) Pressure Safety
- e) High Engine Speed Safety
- f) Engine Run Hours

Fault Codes Display

- a) Programmable Isochronous or drop governing.
- 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.

BATTERY

a) Battery shall be as per manufacturer's standard 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.

b) Batteries shall be Lead Acid storage type Lead-Tin Plate (LTP) technology and casing should be fire retardant. The fire retardant certificate duly issued by concern OEM should be submitted by the Bidder.

 Batteries shall be supplied and provided with automatic charger of suitable capacity to charge batteries.

7.1.2 ALTERNATOR

The Alternator should be horizontal foot mounted, single/double bearing, self-excited, revolving field type, self – regulated, brush-less, screen protected drip proof, continuous duty alternator conforming to IS 4722/IEC34/IS 4889 / IEC 60034-1 as amended up to date 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 of sealed bearing & compact design

e) Rated Power factor: 0.8(lag)

f) Rated voltage : 415 Volts

g) Rated frequency : 50Hz

h) No. of phases :3

i) Enclosure : SPDP

j) Degree of protection : IP-23

k) Ventilation : self-ventilated air cooled

1) Ambient temperature : 50 °c maximum

m) Insulation class : H

n) Temperature rise: within class F/H limits rated loads.

o) Voltage regulation : <u>+</u> 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

- 1. Local or remote start and stop
- Control Switch: OFF/RUN/AUTO MODE
- 3. LED INDICATING LAMPS for indicating the following status
 - a. Not in Auto Mode
 - b. Common wiring
 - c. Shutdown
 - d. Remote start command
- 4. Panel Lamp switch
- Fault Reset Switch
- 6. Emergency stop Switch

Following Metering & Protections are required for the DG set. Digital Meters Indication for the following:

Engine Parameters:

- 1. Lubricant Oil Pressure
- 2. Coolant temperature
- 3. Engine Speed
- 4. Engine Hours Run
- 5. Battery Voltage

Alternator Parameters: -

- 1. Line voltage LL
- 2. Parallel bus voltage
- 3. Phase current LL
- 4. Frequency
- 5. Total and per phase KVA/KW
- 6. Alternator exciter duty and governor duty

Protections:

Engine:

- 1. Low Lubricant oil pressure (Warning(W)/Shutdown(SD))
- 2. High coolant temperature (W/SD)
- 3. Low coolant level W/SD
- 4. Oil pressure sender W
- 5. Engine temperature sender W
- 6. Fail to crank SD
- 7. Over crank SD
- 8. Over speed SD
- 9. Low and high battery voltage W
- 10. Weak battery W
- 11. 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: 800 Amp MCCB, 50 KA rating shall be provided.

7.1.3 Specification of Acoustic Enclosure

1. Construction of Acoustic Enclosure

Acoustic enclosure shall be powder coated and fabricated out of minimum 1.6 mm thickness CRCA 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 11 tank processes and thereafter they are coated with high quality UV resistant coated powder and are baked in uniform temperature in conveyor oven to with stand extreme environment.

3. Base Frame

The Base frame is rugged in construction and designed for mounting engine and alternator close coupled, with cross members mounted on AVM Pads. They are fabricated with MS HR sheet steel of suitable thickness as per OEM standard. The Base frame is pretreated and coated with primer-based powder / Epoxy paint. Base frame may be provided with integral fuel tank & DEF tank with drain plug, air vent, inlet & outlet connection & provision for cleaning.

4. Fuel Tank

In built Fuel tank shall be provided.

5. Silencer

Residential/ Domestic Type Silencer has to be 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. (The Silencer should be preferably inside the Acoustic Enclosure According to Latest CPCB IV + Norms)

6. Emergency Push Stop Button:

The above DG sets should have the provision of emergency push button, external to the canopy.

7. Performance Parameters

DG set 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 at 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. The above test shall be done at factory as well as site & the same shall be sole responsibility of vender.

Warranty

The DG set shall be guaranteed against faulty workmanship/poor material quality and failures due to the same, for minimum of 12 months from the date of commissioning. The Major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block, connecting rod should carry warranty for 5 years or 5000 running hours. No compromise will be entertained on this clause. The warranty should be from manufacturer of the engine and alternator & it's Batteries and not by assemblers and any other agency. Certificate / letter for the same from Original Equipment manufacturer need to be produced along with tender submission documents.

To ensure timely service backup in case of emergency, it is very essential that manufacturer Service office must be available in Kolkata 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 and escalation matrix for service and repair.

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

COMPLIANCE STANDARDS

BS 4999/5000 pt99, VDE 0530, NEMA MG1-22, IEC 34, CSA 22.2, AS 1359, BSS 5514, ISO 3046 AND ISO 8528, ISO 1460, ISO 9001, ISO 13018

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

- The fuel tank must be installed with required pipe connections & valves as per standard.
- 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.
- FR casing battery shall be provided in a tray
- 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 includes necessary cladding of exhaust pipe work using 50 mm LRB mattress/mineral

wool/Rockwool, density not less than 100 Kg/m³ and Aluminium cladding (0.6 mm thick) for complete portion. The exhaust pipe system includes necessary supports, foundation etc. to avoid any load or stress on turbo charger /exhaust piping as per the CPCB IV norms & local PCB/ authorities etc. Height of exhaust pipe should be as per local pollution control board (PCB) norms so as to obtain NOC from PCB/Local authority.

SPARES AND TOOLS- The tenderer shall submit the list of standard tools and spares to be supplied along with the generating set (without any extra cost).

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(AVMs) inside the acoustic enclosures to reduce DG set vibration and noise transmission to the surrounding structure and to distribute the load evenly.
- The diesel tank shall be supplied and installed as per the manufacturer's standards
- The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor and provided with suitable rubber matting.
- •A heavy-duty "Residential / domestic Grade" type silencer with necessary length of exhaust piping, complete with insulation 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.
- Required sizes mentioned in Unpriced bill of quantity/Part II and approved make power cabling confirming to the IS/BIS standards shall be done from DG set Alternator terminals to control panel and termination of the same. Also, termination of the existing power source and outgoing to Sub power panel shall be done by the Contractor.
- The proposed DG set shall be installed on the same foundation where the existing DG set is installed. Any required modification to the foundation shall be in the scope of this work. Therefore, the Tenderers are advised to visit site & understand the scope of work before offering their rates.

Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority for their approval. If required, the contractor shall arrange for inspection of the installations by the competent authorities and the entire installation shall be got certified. Defects, if any, pointed out by the above authorities shall be rectified free of cost. 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 paid by the Bank subject to submission of receipts.

AMF POWER CONTROL PANEL- Micro Processor based AMF Panel:

The AMF Control panel shall be made of 14 & 16 SWG sheet steel mounted on a channel frame, floor mounting, free standing, dust proof, cubical type, front operated etc. It shall be provided with 800A, 50KA FP contactors with all protective devices, current transformers with suitable ratio for metering and protection, earth fault relay, square digital type ammeter (0 - 1000A), square digital type voltmeter (0 - 600V), digital type frequency meter, KWH meter, LED type indicating lamps, fuses, with necessary bus extension for terminating DG Cable etc.

The AMF Panel shall be floor standing with cable entry provisions from bottom. The panel shall be equipped with tinned copper bus bars of suitable size, duly provided with heat shrink PVC sleeves mounted on suitable support insulators. Separate bus bars for incoming and outgoing with cable entry at bottom /top of panel with removable gland plate separately for incoming and outgoing cables, panel lifting hooks, base frame etc. including the following:

- CT operated Digital Multifunction meter with remote monitoring facility.
- Mode Selector Switch OFF/AUTO/MANUAL
- Set of current transformers of suitable ratio
- Built-in boost cum trickle Battery Charger consisting of
 - a) Transformer/Rectifier
 - b) DC Ammeter
 - c) DC Voltmeter
 - d) Charging rate selector switch
 - e) Hooter

Contactors and MCCBs

- 800A 50kA MCCB one each for Main supply and DG set power supply (microprocessor-based release or equivalent) with short circuit and overload protection.
- 800A 50kA Contactor based/ATS based smooth Changeover facility and necessary interlocks
- Engine shutdown and Alternator protection equipment
 - a) Low lube oil pressure shutdown
 - b) High Coolant temperature shutdown
 - c) Engine overspeed shutdown

(the above alarms are also acceptable as part of engine controller.)

Alternator Protection

- 1. Overload
- 2. Short Circuit
- 3. Earth fault
- Overvoltage
- Main supply voltage Monitor with under/over voltage adjustable setting
- Set of control relays
- Set of indicating lamp load on set, load on mains, start failure, high temperature trip, low oil pressure, high temperature warning, battery low.
- Push buttons for start, stop, reset, silence alarm, DG / Mains supply contactors / ATS manual override.
- Microprocessor based engine control unit with LAN connectivity and necessary software for remote monitoring and operation. (either in AMF panel or in engine)
- Toggle switch for hooter ON/OFF
- Tinned Copper busbar to be designed for suitable size to withstand minimum 800A load i.e. at 1.2 Amps per sq. mm.

The panel shall be so designed that in the case of main supply failure, the diesel engine and the generator shall be started and on checking the generator voltage and frequency make available the generator power to the essential loads. On restoration of main supply, the generator supply shall not be cut off immediately but after time lag of 45-60 seconds i.e. after stabilization of restored main supply and thereafter the engine shall be shut down automatically. If the engine fails to start after three attempts or fail to pick up rated speed, the engine starter shall trip automatically and there shall be an audio alarm to sound an unhealthy condition of the generator set. The panel shall have suitable circuitry incorporated therein for all the functions specified above complete with all required components viz. Control coils, relays, contact blocks. internal wiring etc. The components used fabrication/modification/repair of the panel shall be of high quality / reliability and shall be of reputed make, the spares of which are readily available in the local market. The drawings and the complete panel shall be got approved from the local electrical inspectorate / statutory authority.

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 AMF Panel and other for the record purpose shall be provided.

TESTING & COMMISSIONING -

Factory Testing -

After completion of manufacturing of DG set, the same shall be subjected to inspection and testing at the manufacturer's factory in the presence of Bank's Engineer as per the specification. The DG shall also be inspected and tested for a continuous run of total 2 hrs. in the following manner:

- First one Hour at 100% load Gradual loading with all doors of acoustic enclosure closed
- 2nd hour 110% load with all doors of acoustic enclosure closed

Cost of diesel consumption for factory and site testing shall be bear by the vendor & same will be included in the part II.

- b) The following tests are to be carried out for the AMF panel and necessary certificates to be submitted by the contractor before dispatch of the panel to the site. Insulation resistance test with 1000 V megger with all switchgear in closed position.
 - 1) Phase-to-Phase 2.5 MEG. OHMS (Minimum)
 - 2) Phase-to-Neutral 1.5 MEG. OHMS (Minimum)
- c) Meters and relay calibrated and tested through secondary injection tests.
- d) Fuel consumption shall be measured at 100% load.

The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceeds 5% of the committed value.

Site Testing – at site, after successful installation of DG set, the vendor must run the DG set for 2 hours at existing load connected to the set, during which proper functioning with all required parameters shall be tested. On completion of test, necessary test report shall be furnished.

Technical Particulars/Parameters

	Technical particulars	Details to be filled by the bidder
	Engine Name	
	Make	
	Model Number	
	Туре	
1	Type of cooling system	
	Type of silencer	
	Fuel tank capacity	
	Shaft HP at 1500 RPM	
	Type of Governor	
	Fuel consumption at full load/hour	
	Alternator	
	Make	
	Model Number	
	Frame Size	
	Rated Voltage	
2	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	
4	Coupling	
	Туре	
	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 Height of exhaust pipe should be as per local pollution control board (PCB) norms so as to obtain NOC from PCB 	
6	List of tools normally supplied with the engine & alternator, free of cost. List to be enclosed separately	
7	List of spares normally supplied along with the engine & alternator, free of cost. List to be enclosed separately	

Signature of Tenderer

Date

Technical Particulars of Acoustic Enclosure

Sr.no	Description	Bank's Specification	Tenderers offer
1	MS Sheet for main enclosure	Minimum 1.5 to 2mm thick	
2	Details of frame work	ISMC 100	
3	Details of acoustic material		
(a)	Type of wool	As per CPCB IV Norms	
(b)	Density of wool	As per CPCB iV Norms	
(c)	Thickness of wool	As per CPCB IV Norms	
(d)	Type of covering for the outer surface of wool	As per CPCB IV Norms	
(e)	Type of external covering to the acoustic material	MS, GI perforated sheets	
(f)	Gauge of sheet	Minimum 22 gauge	
(g)	Perforation in the sheet	40-60%	
4	Details of doors		
(a)	Number of doors	6 (minimum)	
(b)	Size of doors	As required	
(c)	Acoustic insulation for doors	As per CPCB Norms	
(d)	Locking system	Pressure locks from outside and bolts from inside	
5	Type of ventilation	Suitable to keep inside	
(a)	No. of fans	temperature	
(b)	Type of fans	approximately 5-6 deg. above ambient with DG	
(c)	Capacity (CFM)	set operating at full load	
(d)	Rating of motors	and all doors closed.	
6	Whether the sound level after reduction is within the acceptable limits prescribed by Pollution Control or Local Authority.	Yes/No.	

Signature of Tenderer

Date

List of Specified Makes

Sr. No.	Equipment	Make	Any one of the make offered by the Bidder
1.	Engine	Crompton / Kirloskar/ Greaves / Cummins / Ruston / Leyland/ Mahindra/ Tata /Baudouin or equivalent make	
2.	Alternator	Kirloskar Electric/Crompton Greaves/Stamford	
3.	Cable	Finolex/ Gloster /Polycab/ Universal/ NICCO/ CCI / Havells	
4.	Cable gland	Comet/Braco	
5.	Cable lugs	Siemens/Dowell/ Comet/ Braco	
6.	MCCB/CONTACTOR	L&T/ SIMENS/ Alstom/ ABB	
7.	Energy meter	L&T/Havells/ Siemens/ AE/ Meco/GE	
8.	Voltmeter/Ammeter	AE/Meco	
9.	CTs	Kappa/Pragati/ECS	
10.	Battery	Exide/Panasonic/ Amaraja	

Signature of Tenderer

Date

SECTION-VIII

Schedule of Commercial & Technical Deviations

Schedule of Commercial Deviations:

We confirm that all commercial terms and conditions of the Bank except for deviations listed below are accepted by us.

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

		addition to there will not be		entioned deviations, any deviation mentioned		
,	Seal & Signature of Tenderer Name:					
	Designa	ation:				
	Date					

Schedule of Technical Deviations:

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

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

elsewhere will not be considered.		
Place:		

Note: In addition to the above-mentioned deviations, any deviation mentioned

Date: Signature of Bidder with seal

SECTION-IX

Commercial Check List

Sr.	Description	Bank's Terms and	Acceptance of	
No.		conditions	Bank's terms	
			and conditions	
			(YES/NO)	
1	Validity of tender	90 days from opening of e-		
		Tender part-I		
2	EMD	Rs. 1,20,000/-		
3	Terms of payment	As per clause 3.11 in Part I of		
		the tender		
5	Defect Liability Period	One year from date of		
		virtual Completion.		
6	Service after sales during	Quoted rates shall include the		
	NCAMC	cost of repairs/Maintenance		
		including replacement of any		
		material / assembly /		
		equipment / spares / labour if		
		found necessary. However,		
		GST will be quoted in a		
		separate row.		
7	Completion period	Refer para 3.14.4		
8	Liquidated damages	Refer para 3.14.5		
9	Penalty during DLP &	As per clause 3.15 in part I of		
	AMC period	the tender		
10	Insurance polies	As per clause 3.13 in Part I of		
		the tender		
11	Terms of payment for AMC	To be paid on quarterly basis		
		on rendering satisfactory		
		services		
12	Copy of Annexures (as	To be uploaded with Part I of		
	applicable)	the tender		
L	1		1	

Sr.	Description	Bank's Terms and	Acceptance of
No.		conditions	Bank's terms
1101			and conditions
			(YES/NO)
13.	Section-IX- Commercial	To be uploaded with Part I of	
	Check List	the tender.	
14.	Section-VIII- Schedule of	To be uploaded with Part I of	
	variation commercial /	the tender.	
	Technical)		
15.	Technical data, offered	To be uploaded with Part I of	
	make / model of the	the tender.	
	equipment as asked at		
	Section-VII		

Part II should not contain any terms and conditions but only priced for bill of quantity.

Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Р	lace
---	------

Date

Seal & Signature of Contractor

Escalation Matrix for Project Follow-up

The tenderers are requested to fill in following particulars.

S.	Escalation Level	Name of the	Address	E-Mail ID	Phone Number
No.		Person &			
		Designation			
1	1 (Site - Supervisor)				
2	Junior Management				
3	Middle Management				
4	Top Management				

Escalation Matrix for DLP & NCAMC

The tenderers are requested to fill in following particulars.

S. No.	Escalation Level	Name of the Person & Designation	Address	E-Mail ID	Phone Number
1	1 (Service Manager)				
2	Junior Management				
3	Middle Management				
4	Top Management				

Annexure-A

Proforma of undertaking for maintenance confirmation by the Bidder

(To be uploaded by the tenderer)

To,
The Regional Director, Reserve Bank of India Estate Department Kolkata.
Dear Sir
Supply, Installation, Testing and Commissioning of DG Set for the Bank's Main Office Building RBI Kolkata -700001.
We hereby undertake to maintain the (name of the equipment)
In the unlikely event of M/s, the Original Equipment Manufacturer, failing to provide support in terms of spares / equipment etc. due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service (NCAMC) to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above. Yours faithfully,
() Authorised signatory (Name and address of the company with Company Seal)
Date:

Annexure-B

CLIENT'S CERTIFICATE & PERFORMANCE OF CONTRACTOR

(To be uploaded by the tendered)

Name & address of the Client

Details of Works executed by Shri /M/s

- 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 Outstanding/Very Good/Good/Satisfactory/poor grading)
 - ii) Amt. of work paid on reduced rates, if any.
- i) Did the contractor go for arbitration?
 - ii) If yes, total amount of claim
 - iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.

a) Technical proficiency	Outstanding/Very Good/Good/Satisfactory/poor
b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
c) Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/poor
d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
e) General behavior	Outstanding/Very Good/Good/Satisfactory/poor

Note: All columns should be filled in properly

^{*} countersigned

^{*}Officer of the rank of executive engineer or equivalent

Annexure-C

FORMAT OF BANKERS' CERTIFICATE

(To be uploaded with the tender)

- Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
- 2. Name of the Proprietor/ Partners/ Directors of the firm.
- 3. Turnover of the firm for the last 3 financial years (year wise).

2024-25

2023-24

2022-23

- 4. Credit facility/ Overdraft facility enjoyed by the firm.
- 5. Dealings
- 6. The period from which the firm has been banking with your bank.
- 7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 60 Lakhs.

(Signature)

For the Bank

- <u>Note:</u> 1. Bankers' certificates should be on letter head of the Bank and addressed to Regional Director, RBI, Estate Department, 15- N S Road, Kolkata -700 001
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annexure-D

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

(To be uploaded with the tender)

Know all men by these presents, We(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.		
(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of		
acts, deeds and things necessary in connection with or incidental to our bid for Supply, Installation, Testing and Commissioning of DG Set for the Bank's Main Office Building, RBI Kolkata-700001 including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.		
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Note:		
Power of Attorney should be properly stamped, and notarized Power of Attorney furnished shall be irrevocable.		
Signature/(s) of the Bidder Name/(s) Stamp/Seal of the Bidder		
(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be		

verified).

Annexure-E

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be furnished by the bidder before due date for EMD)

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

Place:
Date:
The Regional Director
Dear Sir,
Name of Work
Ref.: NIT/Advt.No. date
WHEREAS
The Reserve Bank of India, having its Office at Shahid Bhagat Singh Road, Mumba

The Reserve Bank of India, having its Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. (Rupees only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer/Bidder) ______, (hereinafter called as "the Tenderer/Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

- 2.We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
- 3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).
- b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed

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

Yours faithfully,

For and on behalf of Bank. Authorized Official (with seal)

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

Annexure-F

Proforma of Bank Guarantee for Security Deposit

(Only to be furnished by successful bidder)

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

0 ,		
Place:	_ Date:	
То:		
The Regional Director Reserve Bank of India Estate Department, 3 rd flo 15, N. S. Road Kolkata- 700001	oor.	
Dear Sir		
	esting and Commissioning k Building, RBI Kolkata-70	g of DG Set for the Bank's Main
Mumbai, (hereinafter called project (hereinafter called Contractor) (hereinafter called successors and assigns).	led "the RBI") has awarded the "Contract") to M/s called " the said Contractor". AND Whereas the Contractor	ee at Shahid Bhagat Singh Road ed the Contract for the captioned (Name of the which expression shall include its ctor is bound by the said Contract amount of ₹
		only) (Amount in figures and
		he terms and conditions contained
in the contract. We,	(Name of t	he Bank), (hereinafter called "the
Bank"), at the request	of M/s	, the contractor, do hereby
undertake to pay to the	RBI an amount not exce	eding Rs as

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have

Performance Guarantee for due fulfilment of the terms and conditions of the contract.

committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

- 2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
- 3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that -

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

on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

- d) This guarantee shall remain in force upto--- (60 days beyond the Defect liability period and extended upto NCAMC period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have si	•
For and on behalf of	(Name of the Bank)
Signature of authorized Bank official	
Name:	
Designation	
Stamp/ Seal of the Bank	
Signed, sealed and delivered for and on bel	nalf of the Bank by the above named in the
presence of:	
Witness 1	
Signature	
Name	
Address	

(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-G

Proforma for Letter of Authorization and Maintenance undertaking from the OEMs

(To be issued by the manufacturers of FACP on their letterhead and shall be uploaded by the bidder with the tender)

То	Date:
The Regional Director, Reserve of India, Estate Department Mumbai	
Subject: Supply, Installation, Testi Main Office Building RBI Kolkata-70	ng and Commissioning of DG Set for the Bank's 00001,
Sir,	
We, (name and address of the manufacturer) the
manufacturers of	having factories at
·	velopment 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 equipment n	nanufactured by us.
In the unlikely event of M/s	(tenderer) not remaining
our authorised dealer, we, the original	inal equipment manufacturer, shall continue to
provide support for the products	manufactured by us and provided under the
scope of the captioned project, eith	er directly or through any of dealer inducted by
the Bank for Maintenance of above	system, in terms of providing spares/ updates
/ technical man power etc. i.e. serv	vice to your satisfaction, for minimum up to 10
years from the date of virtual comp	letion of the captioned work.
Yours faithfully,	
For and on behalf of	
M/s	_ (Name of the manufacturer)
Seal and Signature:	
Name:	
Designation:	
Address:	

Annexure - H

_	
- 1	O

Reserve Bank of India Supplier Code:

Estate Department (If already registered as Bank's vendor)

Kolkata

MANDATE FORM - Proforma for providing input for NEFT for Payment

I/We hereby authorize the Reserve Bank of India to credit the amount due to me/us to my/our Savings Bank/Current Accounts with my/our banker as per particulars given below (in Capital Letters):

1	Name of the	Company/Firm	
١.	Maille of the		

- 2. Full postal address :
- 3. E-mail ID and Contact Person Name :
- 4. Mobile No. / Telephone number :
- 5. Composition of Firm :

(Individual/Proprietorship/Partnership/

Pvt. Ltd./Ltd./Co-operative)

6. Name of the Bank where :

Account is maintained

7. Branch Name and Address :

8. Account Type

(S.B.Account/ Current Account/ Cash Cr)

Cash Cr S.B. CURRENT

(Tick the box)

9. Account Number (as appearing on

the cheque book)

10. 9-digit Code Number of the Bank :

and Branch appearing on the MICR

cheque issued by the Bank (Photocopy of

cancelled cheque leaf to be enclosed)

11. PAN (Please attach Photocopy) :

12.	GST Number (Please attach Photocopy) :	
13.	Udyam Registration Certificate Number : (Please attach Photocopy)	
	if Firm/Company is categorised under MSME	
		(Signature of the Supplier with seal)
	(To be verified by the	e bank where the A/c is maintained)

Annexure-I

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labor Rules/ regulations.

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Regional Director Reserve Bank of India 3rd floor, Estate Department, 15, N. S. Road Kolkata- 700001

Dear Sir

NAME OF WORK: Supply, Installation, Testing and Commissioning of DG Set for the Bank's Main Office Building RBI Kolkata -700001.

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

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

Yours faithfully,	
For	

Authorised signatory

Name and Address of The Contractor: Sign & Seal of The Contractor: Date: Place:

Annexure-J

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Estate Department, 3 rd floor. 15, N. S. Road
Kolkata- 700001
Dear Sir,
NAME OF WORK: Supply, Installation, Testing and Commissioning of DG Set for
the Bank's Main Office Building RBI Kolkata -700001.
We, M/s (Name of Contractor) hereby undertake to fully indemnify and
keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or
proceeding relating to infringement or use of any patent or design or any alleged patent
or design rights and shall ourselves pay any royalties, license fees etc. which may be
payable in respect of any article or part thereof included in the contract or damages,
cost and charges of all and every sort that may be legally incurred in respect thereof.
In the event of any claims made under or action brought against Employer in respect of
any such matters as aforesaid, we shall, on being notified thereof, at our own expense,
settle any dispute or conduct any litigation that may arise therefrom, provided that we
shall not be liable to indemnify the Employer if the infringement of the patent or design
or any alleged patent or design right is the direct result of an order passed by the
Engineer-in-Charge in this behalf.
Yours faithfully,
For
Authorised signatory
Name and Address of The Contractor:
Sign & Seal of The Contractor: Date:
Place:

Annexure-K

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, 3rd floor. 15, N. S. Road Kolkata- 700001

Name of Work: Supply, Installation, Testing and Commissioning of 500 KVA DG Set for the Bank's Main Office Building RBI Kolkata -700001.

- 2. 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 development 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 even in case of contracts where we are permitted by the Bank /RBI to sub-contract I/we(Name of bidder) will not sub-contract any work to a contractor from country (ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to reject / terminate our tender / Work Order and that the 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 Bidder With Rubber Stamp

Date:

Place:

Annexure-L

Undertaking to be included in tender regarding declaration of debarment by

public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work: Supply, Installation, Testing and Commissioning of 500KVA DG

Set for the Bank's Main Office Building RBI Kolkata -700001.

1. I/We (Name of the bidder) declare that

a) I/we or any of our allied firm* is/ are not debarred/suspended/ blacklisted by any public

institution/entity in India or any other country on bid). (last date of submission of

b) I/We or any of our allied firm* have not made any transgression in respect of the code

of integrity (as mentioned in the tender) with any public institution/entity in India or any

other country in last three years as on (last date of submission of bid).

c) we will inform the Bank in writing, in case, I/we or any of our allied firm is/are

debarred/ suspended/blacklisted by any public institution/entity in India or any other

country on or before award of work for the captioned work.

2 I/We (Name of the bidder) declare that we or our allied firm* (Name of the allied firm(s))

is/ are debarred / suspended/blacklisted by (Name and address of public institution in

India or any other country) and the same effective up to (date). A copy of such letter is

attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Strike out one of the above two declarations which is not applicable)

*Allied Firm: A firm would be termed as "allied firm" if the management is common, or

substantial or majority shares are owned by the banned/ suspended firm and by virtue

of this it has a controlling voice. Further all successor firms will also be considered as

allied firms.

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Annexure-M

Bidder's Eligibility Criteria:

- Date of incorporation/ registration (Copy of certification of incorporation /registration to be attached)
- 2) Details of the works of **SITC of DG Set** and its completion certificate (of any amount) to be attached to prove the **experience of five years** (as per clause 2(ii) of NIT) in this field (Date of work order should be on or before October 31, 2020)

S.	Name	Name,	Work	Contract	Stipulate	Actual date	Any other relevant
No	of	Address	order ref.	amount	d date of	of	information
	work	and	No. &		completio	completion	including reason, if
	and	Contact	date		n		any, for delay in
	locati	details of					completion of work.
	on	the Client					
1.	2.	3.	5.	6.	7.	8.	10.

3) Details of the works of SITC of DG Set executed by the applicant during last Five years (work completed on or after November 01, 2020 and on or before October 31, 2025) to be considered for meeting the eligibility criteria of minimum value of work (as per clause 2(iv) of NIT):

S.	Name	Name,	Work	Contract	Stipulate	Actual date	Any other relevant
No.	of	Address	order ref.	amount	d date of	of	information
	work	and	No. &	(should	completio	completion	including reason, if
	and	Contact	date	not be	n		any, for delay in
	locati	details of		less than			completion of work.
	on	the Client		Rs. 24			
				Lakh)			
1	2.	3.	5.	6.	7.	8.	10.

4) Details of Existing Service Centre(s):

S.	Location	Full Address	Established	Type of	Government
No.	of Service		Since	Service	Registration
	Centre			Centre	Number
				(service	
				centre / spare	
				depo)	
1.	2.	5.	6.	7.	8.

5) Yearly Turn-over during last three financial years

S. No.	Financial Year	Turnover	Net Worth
1	2022-2023		
2	2023-2024		
3	2024-2025		

Annexure-N

<u>Proforma of the tenderer's Confirmation of technical sufficiency to deliver the objective of proposed DG Set</u>

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To
The Regional Director
Reserve Bank of India
3rd floor, Estate Department,
15, N. S. Road
Kolkata- 700001

Subject: Confirmation of technical sufficiency of design to deliver the objective of proposed DG Set

Sir,

We have examined the objective, technical specifications and bill of quantities indicated in the tender for the proposed DG Set. After examining the same and **having visited the site** we confirm that the technical specifications and the bill of quantities set out in the tender are sufficient to implement and deliver the stated objective of the tender. In case of any improvement is required to achieve the stated objective, the same will be provided by us without any additional cost to Bank.

Yours faithfully,	
For and on behalf of M/s	(Name of the tenderer)
Signature : Name :	,
Designation : Address : Date :	

Company Seal

Proforma for Undertaking / Declaration / Certificate by the OEM of DG Set regarding country sharing land border with India

To, The Regional Director Reserve Bank of India 3 rd floor, Estate Department, 15, N. S. Road Kolkata- 700001 Ref: Supply, Installation, Testing and Commi	Date: ssioning of 500 KVA DG Set for the Bank's
Main Office Building RBI Kolkata -700001.	
Sir,	
I / We	ne contents of the Office Memorandum (OM) and its subsequent orders / revision issued by expenditure, Ministry of Finance, Government
Competent Authority, the certificate of w c) is from a country sharing land border extended lines of credit, or	with India, or with India and has been registered with the
(Strikeout whichever of the above is not applied	cable).
3. I /We further certify that	d under the provision of the above referred rs / revision. I/We also undertake that even ed by the Bank/RBI to sub- contract I/we b-contract any work to a contractor from ia, unless such contractor fulfils all the
4. I/We know and understand that, if this Understand to be false, the Bank shall be funder this tender / Work Order and that the action in accordance with law including and / invited by the Bank in future.	ree to reject / the product offered / supplied Bank shall also be free to initiate any legal
Signature and name of the authorized signato	ry of the OEM with Rubber Stamp
Date:	
Place:	

PART II (unpriced Bid / Bill of Quantity)

e-Tender no: - RBI/Kolkata Regional Office/Estate/17/25-26/ET/640

Name of Work: Supply, Installation Testing and Commissioning of 500 KVA DG set at Bank's Main Office Premises at Kolkata.

Sr. No.	Description	Quantity	Unit
1	Diesel Generator Set	1	Set
	Supply, installation, testing and commissioning (SITC) of 500 KVA capacity Diesel Generator set with		
	<u>CPCB IV + emission compliant</u> on existing concrete		
	foundation after repairing the same suitably for		
	installation, complete with canopy and all accessories		
	like engine, alternator, batteries with leads, control		
	panel, base frame, anti-vibration mounts, residential silencer, minimum 725 litres fuel tank, & 60 Litres DEF		
	Tank ,Electronic Governor, intake & exhaust piping,		
	fuel oil hand operated pump, other miscellaneous		
	accessories for the total set including test trial run as		
	mentioned in technical specifications (Inclusive of		
	consumable oil etc.) Control wiring, annunciation etc.		
	A. Engine:		
	The engine shall be of continuous rated, turbo charged, Air / water cooled, electric starting, multi		
	cylinder, 1500 RPM to be coupled to 500 KVA		
	alternator. The engine shall be of radiator water		
	cooled, high tensile strength, steel forged crank shaft,		
	induction hardened bearings, alloy cast iron		
	removable wet liner cylinder block, corrosion resistant		
	cylinder heads with supply and return lines and valves,		
	crank shaft actuated injectors with integral fly wheel,		
	ball type governor for fuel system, forced feed gear type pump for lubrication, aluminium alloy ring carrier		
	piston with provision for thermal expansion, exhaust		
	gas driven turbocharger for fuel economy and low		
	smoke and noise, heat and corrosion resistant intake		
	and exhaust valves etc.		
	It shall also be fitted with standard components like		
	breather crank case, air filter, coolant filter, oil filter,		
	fuel filter, electronic governor, central pump, panel instruments provided with ammeter, hour meter, water		
	temperature gauge, lubricating oil temperature gauge,		
	lubricating oil pressure gauge, starting key switch, belt		
	driven centrifuged coolant, heavy duty radiator,		

Sr. No.	Description	Quantity	Unit
	supports to engine from base frame with pedestal type support in the front and rear, residential silencer, alternator directly coupled to the engine, complete painting, lubricating oil measuring lever, engine base frame with cushion / antivibration pads and other accessories. B. Alternator: 500 KVA rated for continuous duty single ended, brush less, self-excited, totally enclosed IP 23 enclosure. class of insulation H, regulation ± 5%, terminal box suitable for 2 run of 3.5-core 400-Sq.mm.PVC insulated aluminium armoured cable, terminal voltage 415 volts, 50 Hz, 3 phase, 4 wire system, automatic voltage regulator, suitable mounting arrangements and coupling with the base frame and engine etc. C. Canopy: Acoustic hood for housing the above DG set to be mounted on a concrete platform. The acoustic enclosure shall be of suitable size insulated with fire retardant foam as per norms prescribed by Central Pollution Control Board (CPCB IV+). The guaranteed noise level shall be of 75 decibels at 1 mtr. Distance. The amount quoted shall be inclusive of Basic rate and all applicable taxes, duties, expenses (insurance, consumables like diesel etc. for testing at factory and site) etc. for the complete work excluding GST		
2	SITC of Micro Processor based AMF Panel: The Control panel shall be made of 14 & 16 SWG sheet steel mounted on a channel frame, floor mounting, free standing, dust proof, cubical type, front operated etc. It shall be provided with 2 numbers 800A, 50KA FP contactors with all protective devices such as 2 numbers 4 pole Electro mechanically operated 2 Nos. 800 A MCCB, 50 KA rating at for Mains and DG power, current transformers with suitable ratio for metering and protection, earth fault relay, square digital type ammeter (0 – 1000A), square digital type voltmeter (0 - 600V), digital type frequency meter, KWH meter, LED type indicating lamps, fuses, with necessary bus extension for terminating DG Cable etc. The panel shall be equipped with tinned copper bus bars of suitable size, duly provided with heat shrink	1	Set

Sr. No.	Description	Quantity	Unit
	PVC sleeves mounted on suitable support insulators. Separate bus bars for incoming and outgoing with cable entry at bottom /top of panel with removable gland plate separately for incoming and outgoing cables, panel lifting hooks, base frame etc. Battery charger comprising of Battery charger comprising of Built-in SMPS Charger or boost cum trickle Battery Charger consisting of- a) Transformer /Rectifier a. DC Ammeter b. DC Voltmeter b) AMF controller c) MF Digital meter d) Required wirings e) Relays f) Indicating Lamps g) Toggle switch h) Hooter i) Selector Switches j) Push Buttons		
3	EXHAUST PIPE - Supply, installation, testing and commissioning of MS 'C' class ISI (thickness 4.8mm) 250mm dia. pipe with bend including necessary cutting, welding bending etc, and with supporting angle iron structure for pipeline. Height of exhaust pipe should be as per local pollution control board (PCB) norms so as to obtain NOC from State Pollution Control Board	12	Meter
4	<u>EXHAUST PIPE INSULATION</u> - Supply, installation, Testing & Commissioning of 50 MM thick, mineral wool insulation of 100 KG per cubic meter density warp with 24SWG aluminium sheet for exhaust piping and bend etc.	12	Meter
5	CABLE Providing & laying of 3.5 core Armored AL conductor cable PVC insulated & PVC sheathed XLPE cable of 400 sqmm size by providing & fixing of all hard wares complete as per site requirement from DG set to proposed AMF panel & from Main Power supply to the above AMF panel complete in all respect & as directed.	40	Meter
6	Cable Termination work: Both end terminations of for 2 runs of above Aluminium power cable in proposed AMF panel and DG set including suitable size brass compression glands and Al lugs. The	01	Job

Sr. No.	Description	Quantity	Unit
	work shall also include termination of existing DG set control cable between DG set and AMF panel by providing & fixing of suitable Ampere rating copper wires & using suitable size brass compression glands and copper lugs etc., as per site requirement complete.		

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Date. Signature of the Tenderer with seal.