



संपदा विभाग / Estate Department  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
तिरुवनंतपुरम / Thiruvananthapuram

**NOTICE INVITING TENDER**

Reserve Bank of India, Thiruvananthapuram invites two-part tender by e-tender mode from the Bank's empaneled contractors under the applicable category of the work costing between ₹10 Lakh and ₹25 lakh for Design, Supply, Installation, Testing and Commissioning of Main Electrical incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested eligible empaneled contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

**The Schedule of e-Tender is as follows:**

a. Name of work:	<b>Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.</b>
b. E-Tender No.	<b>RBI/Thiruvananthapuram/Estate/261/22-23/ET/389</b>
c. Mode of Tender	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Price Bid through MSTC portal <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
d. Date of NIT available to the parties to download / View Tender Time	<b>17:00 Hours on November 07, 2022 onwards</b>
e. Date and venue of the Pre-Bid Meeting (Offline)	<b>11.00 hours on November 14, 2022, at Estate Department, Reserve Bank of India, Thiruvananthapuram.</b>
f. Estimated cost of work	<b>₹24 lakh (Rupees Twenty-four lakh only) inclusive of GST</b>
g. Earnest Money Deposit (EMD)	<b>₹48,000/- (Rupees Forty-eight thousand only) in the form of DD or BG, in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form at Estate Department., Reserve Bank of India, Bakery Junction, Thiruvananthapuram – 695033</b>  OR  <b>₹48,000/- (Rupees Forty-eight Thousand only) in the form of NEFT towards</b> Beneficiary Name: <b>ESTATE&lt;space&gt;LTPANEL&lt;space&gt;</b> <b>Your firms name</b> Beneficiary Ac No: <b>8614038</b>

	<b>IFSC: RBIS0THPA01</b>
h. Last date of remittance/submission of EMD	<b>13:00 Hrs. of November 28, 2022</b> (Proof of remittance of EMD through NEFT <b>OR</b> copy of BG /DD shall be uploaded along with part-1 documents)
i. Bidding start date of Techno-Commercial Bid and Financial Bid at <a href="https://mstcecommerce.com/eprocho.me/rbi">https://mstcecommerce.com/eprocho.me/rbi</a>	<b>17:00 Hrs. of November 15, 2022</b>
j. Date of closing of online e-Tender for submission of Techno-Commercial Bid & Financial Bid	<b>14:00 Hrs. of November 28, 2022</b>
k. Date & time of opening of tender	<b>15:00 Hrs. of November 28, 2022</b>
l. Transaction Fee	<b>Amount as advised by M/s MSTC Ltd.</b>

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director for Kerala and Lakshadweep**



संपदा विभाग / Estate Department  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
तिरुवनंतपुरम / Thiruvananthapuram

**e- Tender For**

**Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel  
for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

**e-tender - No: RBI/Thiruvananthapuram/Estate/261/22-23/ET/389**

**PART - I**  
**(TECHNO - COMMERCIAL BID)**

**Name of the Tenderer: \_\_\_\_\_**

**Address: \_\_\_\_\_**

\_\_\_\_\_

**Date and time of Pre-Bid Meeting: 11.00 AM of November 14, 2022**

**Due date of submission of tender: 2.00PM of November 28, 2022**

## Important instructions for E-procurement

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

<b>1</b>	<p><b><u>Process of e-Tender:</u></b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC E-procurement portal which is <b>free of cost</b>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID</b></p> <p>HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (RBI, Thiruvananthapuram):</p> <ol style="list-style-type: none"><li>1. K. Shaji Krishnan (AGM)- 8547357810(<a href="mailto:kshajikrishnan@rbi.org.in">kshajikrishnan@rbi.org.in</a>)</li><li>2. K. Suresh Kumar (AM-Tech.)- 9488166782(<a href="mailto:sureshkumark@rbi.org.in">sureshkumark@rbi.org.in</a>)</li><li>3. T. Gowthami (AM)- 0471 2783045 (<a href="mailto:gowthamit@rbi.org.in">gowthamit@rbi.org.in</a>)</li></ol> <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none"><li>1. MSTC, Office Address: 1st Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram – 695014, <a href="mailto:mstctvm@mstcindia.co.in">mstctvm@mstcindia.co.in</a>, Ph: 0471-2529137</li><li>2. Shri Santhosh Kumar- <a href="mailto:skrajendran@mstcindia.co.in">skrajendran@mstcindia.co.in</a> Mobile 8884600700</li><li>3. Mr. Sushil Nale, Asst. Manager – <a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a> Mobile- 09987758460</li><li>4. Ms. Archana, Asst. Manager- <a href="mailto:archana@mstcindia.co.in">archana@mstcindia.co.in</a> Mobile- 09990673698</li><li>5. Ms. Rupali Pandey, Executive- <a href="mailto:rpandey@mstcindia.co.in">rpandey@mstcindia.co.in</a> Ph- 022 22886268</li><li>6. Mr. Tejas V, Executive <a href="mailto:tejasv@mstcindia.co.in">tejasv@mstcindia.co.in</a> Ph-022 22822789 Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></li></ol> <p>E-mail Help Desk- <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a></p>
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	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>➤ Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:</li> <li>➤ Tools =&gt; Internet Options =&gt; General =&gt; Click on Settings under “Browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> <li>➤ To enable ALL active X controls and disable ‘use pop up blocker’ under Tools  →Internet Options→ custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> once)</li> </ul>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE:</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p><b><u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u></b></p>
7	<p>a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event.</p> <p>c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/ submit his Technical bid.</p>

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

**Important Note**

**In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender will be implemented.**

## DISCLAIMER

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

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

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, 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.



संपदा विभाग / Estate Department  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
तिरुवनंतपुरम / Thiruvananthapuram

**E- Tender For  
Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel  
for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

**(Section I to XIII)**



**Section - I**  
**Form of Tender**

**[Scanned copy (in pdf format) of 'Form of Tender' page duly filled, to be uploaded with tender]**

Shri Thomas Mathew  
Regional Director for Kerala & Lakshadweep,  
Reserve Bank of India  
Bakery Junction,  
Thiruvananthapuram – 695033

Dear Sir,

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

**MEMORANDUM**

(a)	Description of works	Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.
(b)	Estimated cost	₹24 lakh (Rupees Twenty-four lakh only) inclusive of GST
(c)	Mode of payment	As per clause 22, Section II of General Instructions to Contractors and Special conditions.
(d)	Earnest Money	₹48,000/- (Rupees Forty-eight thousand only).
(e)	Time allowed for completion of work	12 Weeks from tenth day of letter advising acceptance of tender.

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

5. We have deposited a sum of **Rs. 48,000/-** 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

\_\_\_\_\_  
(Signature with seal)

Name \_\_\_\_\_ Designation Place Date

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

Witnesses

(1) Signature with name, address and date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) Signature with name, address and date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Section II

### General Instructions to Tenderers and Special Conditions

#### **Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

#### **1.0 Instructions to Tenderers**

Reserve Bank of India invites competitive e-tenders/ e-bids for Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram from empaneled contractors. The estimated cost of work is Rs. 24 lakh including GST.

1.1. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.

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

**A pre-tender briefing meeting of the intending tenderers (Off-line Mode) will be held at 11:00 hours on November 14, 2022 to clarify any point/doubt raised by them in respect of the tender.** No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/conditions/specifications requiring clarifications shall be given in writing addressed to The Regional Director, Reserve Bank of India, Thiruvananthapuram by the intending tenderers before 11.00 hours on **November 14, 2022**. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during the above meeting and, should desist from deviating from the Bank's tender conditions/specifications in their tender (Part – I and Part –II)

1.3. All information, correspondence letters shall be submitted in duplicate and addressed to The Regional Director, Reserve Bank of India, Thiruvananthapuram

#### **2.0 Part I – Technical & Commercial**

2.1 Part I - This part shall contain the unpriced tender consisting of complete technical specification, documents and commercial terms and conditions.

2.2 Part I of the tender as submitted/attached shall also contain the following:

- (i) Proof of remittance of Earnest Money Deposit through DD/NEFT **or** copy of Bank Guarantee issued by a scheduled Bank in India, in lieu of Earnest Money Deposit.
- (ii) Valid Electrical license issued by Kerala State Electrical Licensing Board to do the electrical

works within the State of Kerala.

- (iii) List of deviations, if any, in commercial terms and conditions.
- (iv) List of deviations, if any, in technical specification.
- (v) Technical data/drawing sheet as given under shall be filled up giving full information.
- (vi) Any other technical information the tenderer wishes to furnish.
- (vii) The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering. An undertaking as per [Annexure-A](#) shall be given on this regard.

### **3.0 Part II – Price bid**

#### **3.1 Schedule of Quantities, duly filled-in MSTC website only**

#### **4.0 Tender not a Lump sum tender**

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

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

**5.1** While Part I will be opened on **November 28, 2022 at 3 PM** and Part II will be opened on same day, if no deviations submitted by any contractor or on a subsequent date, which will be intimated to the tenderers in advance.

#### **6.0 Scope of Work**

**6.1** The Scope of Work involves the replacement of old incomer LT (433 V) panel of Main Office Building of RBI, Thiruvananthapuram by commissioning new incomer LT (433 V) panel as per latest standard. The LT panel shall be commissioned using existing incomer/outgoing UG cables. The incomer/outgoing cable shall be disconnected and reconnected as per the directions given by Bank's Engineer. **The work has to be carried out in an occupied Main Office Building and caution must be taken to restore the power (Temporary/Permanent) as early as possible. The replacement of the panel shall be taken up during the weekend i.e. Friday evening to Sunday night. Proper arrangement of materials and skilled manpower are to be done in advance to keep the down time minimum.** The contractor has to ensure temporary power supply by connecting 4 core 70 Sq mm Aluminium cable (item included in BOQ) from one of the transformers to one of the AMF panels during replacement of the LT panel.

**6.2** Responsibility for obtaining all statutory approvals and liaising with competent authority related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee/Application fee/Testing fee/etc. levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities. The fee paid to the Government and/or any other authorities will be reimbursed to the contractor on submission of original receipt. The commissioning of the system is the responsibility of the contractor.

#### **7.0 Drawings and Documents**

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

## **8.0 Packing and Dispatch**

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

## **9.0 Taxes and duties**

**9.1** The prices quoted for supply of equipment shall be deemed to have included all taxes, GST, custom duty, excise duty, octroi, local levies, any other taxes/duties imposed by Central/State Government/ Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning policy, workmen compensation and third party liability etc. till the LT panels are finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

## **10.0 Validity of Tender**

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

## **11.0 Language**

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

## **12.0 Earnest Money Deposit & Security Deposit during Defect liability period**

a) All Tenderers shall deposit Earnest Money of Rs.48,000/- (2% of estimated cost) in the form of DD/NEFT or Bank guarantee. EMD of the unsuccessful bidders shall be refunded / returned without any interest, after award of the work to the successful bidder. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

b) The EMD of successful tenderer shall be released on acceptance of the tender and on production of a new Bank Guarantee called "Performance Bank Guarantee (PBG)" of 5% of the contract value as Security deposit from any scheduled bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the Contract.

### **12.1 Performance Bank Guarantee (PBG)**

a) On award of the work, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any

scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.

b) If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

### **12.2 Retention Money/Bank Guarantee towards defect liability period**

a) The amount equal to 5% of the contract amount will be deducted from each bill and the final bill for the due fulfilment of the terms and obligations of the DLP which will be released after DLP Period of one year or on submission of BG (Bank Guarantee) equal to 5% of the contract value from any scheduled Bank in the form prescribed by the Bank as per Annexure towards Security Deposit for the due fulfilment of the terms and obligations of the DLP.

b) The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP at any time during the currency of committed period of one year.

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

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

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

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

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

### **15.0 Signing of Contract Agreement**

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

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

**15.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a

partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

**15.4** 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 a tender in itself will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

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

## **17.0 Import and Export License**

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

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

## **19.0 Completion Period**

**19.1** Time allowed for carrying out the work is **12 Weeks**, shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

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

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

## 20.0 Insurance

The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office in the joint names of the employer and the contractor (RBI should place first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

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

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

## 21.0 Warranty/Defect Liability Period

3.15 (a). The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of **one year**. During this period any defect observed in the system shall be rectified within 3 working days of the observation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be depending upon the weather conditions.

## 22.0 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

- 1) 95% of the quoted rate against delivery, erection, testing & commissioning of the system and submission of Policies of insurance as per tender conditions.
- 2) 5% of the quoted rates shall be retained as retention money which will be released after DLP period of one year or on submission of equivalent amount of Bank Guarantee valid till end of DLP Period of one year for due fulfilment of the terms and obligations of the service contract.



### **Other Issues.**

23. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
24. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
25. 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.
26. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
27. The Bank shall identify a suitable electrical point near to the work site for connecting electrical tools. The firm shall consider the work from the above-mentioned electrical point to the complete installation and commissioning of the system. The suitable power cable/wire for AC power shall be under the scope of work of the contractor as per standard and as directed by Bank's Engineer. The contractor may also consider the cost of the above-mentioned work while quoting the tender.
28. 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.
29. 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.
30. A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderers are expected to explain in detail the various designs in LT panel offered, which would give a more enhanced working and finish.
31. The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

32. The work has to be carried out in an occupied office building and, therefore, may have to be carried out during restricted hours/ beyond office hours/Saturdays/Sundays/Bank's holidays.
33. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and also in compliance of the requirement of the local public authorities and to the requirements of the State/Central Electrical Inspectorate and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
- 34. The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities. The payment made to the authorized institutions will be reimbursed on submission of original receipt.**
- 35. The tenderer shall upload a valid Electrical Contractor license along with part-I of tender document issued by Kerala state Electricity Licensing Board for carrying out Electrical works within the Kerala state.**
- 36. The following documents are required to be submitted along with Part-1 documents.**
- (i) Electrical Contractor license issued by Kerala state Electricity Licensing Board for carrying out Electrical works within the Kerala state.**
  - (ii) Form of tender duly signed by the authorized signatory of the bidding firm.**
  - (iii) Checklist (Section X), duly filled-in and signed by the authorized signatory of the bidding firm**
  - (iv) Signed declaration regarding site visit- [Annexure A](#)**
  - (v) Proof of submission of EMD.**

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.
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Place:

Signature and seal of the contractor

Date:

## **Section III - Safety Code**

### **GENERAL SAFETY**

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 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 labour 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 protection of minimum height of one meter.
6. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
7. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
8. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
9. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
10. 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.
11. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
12. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## FIRE SAFETY

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

Place:

Signature and seal of the contractor

Date:

## Section IV

### The Conditions Herein before Referred To

#### Interpretation Clause

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

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

so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works"

Shall mean the Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram as provided herein.

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

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

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

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or byelaws 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. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Asst. Manager (Tech.) / 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 extra alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

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



15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

All 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 remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.

(c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of

such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

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

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

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

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

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

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

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

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

21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

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

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter 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, footpaths, 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 in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and 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 at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or

policies with the employer from time during the currency of this contract.

1. Storage, erection, testing and commissioning policy including fire.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: Rs.10,00,000/- for the Contract period & Rs.2,00,000/- per occurrence

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and 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. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force major 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. **Non-disclosure Clause**

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

observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue

in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter

as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the

Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

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

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

liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of 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.

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4, 5, 14, 20 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

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

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

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

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



and to whom and in what manner the same shall be borne and paid.

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

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

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

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

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

37. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay

compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **Abandonment of works**

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

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

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the 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.

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

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

**Sexual harassment of women at workplace:**

41. a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the

complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.

b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

I/We have understood all the above-mentioned conditions and they are acceptable to me/u

Date :

Place :

Signature of Authorized signatory with seal.

**Section (V)**  
**Articles of Agreement**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Thiruvananthapuram having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of another part.

WHEREAS the Employer is desirous of Designing, Supplying, Installation, Testing and Commissioning of main Electrical incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram. And has caused drawings and specifications describing the work to be done to be prepared by M/s \_\_\_\_\_ - .AND WHEREAS the said drawings numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, the Specifications and the Schedule of Quantities have been signed by on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

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 shown upon the said Drawings and described in the Said Specifications and the Schedule of Quantities.

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.

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

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

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of replacement of incomer LT panels in MOB, subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates/amounts contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within **12 weeks** subject nevertheless to the provisions for extension of time. All payments by the Employer under this Contract will be made only at THIRUVANANTHAPURAM.

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

That the several parts of this Contract have been read and fully understood by the Contractor.

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

Signature clause

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

in the presence of

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

Address \_\_\_\_\_

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

\_\_\_\_\_

**(Witnesses)**

The COMMON SEAL OF \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## Section – VI

### SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The electric power and water required for the work can be drawn from the supply available at site free of cost.
3. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any working day of the Bank.
4. The debris/dust or any wastage generated out of the above work shall be cleaned as required and as instructed by the Bank's Engineer.
5. The Tenderer shall remove all the debris collected at site (from the Bank's premises), as per the satisfaction of Bank's Engineers.
6. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
7. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.
8. The work has to be carried out in coordination with the civil works and do not cause any disturbance to the residents of occupying flats.
9. Any damage caused by the contractor to any of the Bank's property during the work must be rectified by him at his cost.
10. **Rates quoted online by the Tenderers in the "Rate Column" should be inclusive of GST.**
11. While submitting invoice after award of work, the contractor shall clearly indicate the GST amount involved in the work value.

Place:  
Date:

Signature of the Tenderer  
Name & address

**Section (VII)**  
**Appendix Hereinbefore Referred To**

1.	Defects Liability Period	12 Months from the date of handing over of the system
2.	Period of Final Measurement	1 months
3.	Date of Commencement	10 <sup>th</sup> day from the date of letter of acceptance.
4.	Date of Completion	12 weeks from 10 <sup>th</sup> day from the date of letter of acceptance.
5.	Earnest Money Deposit (EMD)	₹48,000/- (Rupees Forty-eight Thousand only) Release of EMD After Award of Work and submission of Performance Bank Guarantee
6.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value of the delayed period
7.	Performance Security Bank Guarantee.	For 5% of the accepted 'Contract Value', valid for the contract period + 3 months.
8.	Retention Money	The amount equal to 5% of the contract amount will be deducted from each bill and the final bill which will be released after DLP Period of one year or on submission of BG (Bank Guarantee) equal to 5% of the contract value
9.	Period for honoring certificates	One month for final bill.
10.	Buy back amount	Amount quoted for buy back of scrap/unusable materials, shall be deducted from the final settlement to the contractor
11	Interest for delayed payment	3% per annum

□

Place:  
Date:

Signature of the Tenderer  
Name & address

**Section - VIII**  
**Technical Specifications**

**Scope of Work**

This Section covers the detailed requirements of switch panel for 433 V, 3 phase 50 Hz 4 wire system. These shall be branded and/or assembled/ fabricated from a factory of repute. All switchgears shall be fully rated at an ambient of 40°C.

**1. General Requirements**

- 1.1. The Scope of Work involves the replacement of old incomer LT (433 V) panel of Main Office Building of RBI, Thiruvananthapuram by commissioning new incomer LT (433 V) panel as per latest IS standard. The LT panel shall be commissioned using existing incomer/outgoing UG cables. The incomer/outgoing cable shall be disconnected and reconnected as per the directions given by bank's engineer. The work has to be carried out in an occupied Main Office Building and caution must be taken to restore the power (Temporary/Permanent) as early as possible. **The work has to be carried out in an occupied Main Office Building and caution must be taken to restore the power (Temporary/Permanent) as early as possible. The replacement of the panel shall be taken up during the weekend i.e. Friday evening to Sunday night. Proper arrangement of materials and skilled manpower are to be done in advance to keep the down time minimum.** The contractor has to ensure temporary power supply by connecting 4 core 70 Sq mm Aluminium cable (item included in BOQ) from one of the transformers to one of the AMF panel during replacement of the LT panel.
- 1.2. The Electrical LT panels must be fabricated in compliance with prevailing IE Rules and made of minimum 2 mm MS sheets and finished with powder coated equivalent to IS standard. The LT panels shall be erected above the ground level as directed. A suitable base frame shall be provided along with fabricated LT panel.
- 1.3. A Gland Plate at bottom shall be provided CRCA steel and the LT Panel shall be properly sealed to avoid entry of any insects, vermin, etc.
- 1.4. Degree of protection – IP 43 or equivalent Indoor grade
- 1.5. The Panel structure, base frame, cable glands and all steel parts shall be earthed properly as per standard. 2 Nos Earthing made of copper strip of standard size should be provided on either side of the panel to cater the Earthing requirement.
- 1.6. The Panel structure shall undergo SEVEN TANK process surface treatment and finished with powder coating of Siemens grey shade.
- 1.7. Enamel Danger plates with signage shall be provided on the Panel inscribed in English, Hindi & Malayalam languages as directed by the employer.
- 1.8. Necessary signage plate should be provided/ marked using metallic paint/ steel plate of desired color.
- 1.9. Necessary metal plate signage should be provided for incomer breaker indicating capacity, for cables etc. as directed by the employer



1.10. The dimensions of the panels shall be designed liberally allowing suitable access for using the maintenance tools in all cubicles with minimum depth of the LT Panel has been considered as 800 mm.

1.11. Liberal clearances shall be maintained in all panel cubicles, bus bar chambers and cable alleys by considering the maintenance point of view as per standard and as directed.

1.12. The panel builders are requested to furnish the drawings during detailed engineering and after the approval only the panel needs to be fabricated. RBI, Thiruvananthapuram have full right to make necessary corrections in the design.

1.13. Electrical panels shall have finger touch protection, for human safety viz. working on one component shall not cause shock to the personnel due to any other live component in the panel. Also, the terminal live parts shall not be accessible by fingers (finger cannot come in contact with live parts of the terminals).

1.14. All the Bus bar shall be of hard drawn Aluminium material and are fitted on insulated DMC supports. **Size of neutral bus bar should be same as that of phase bus bars.** All bus bars and tapings shall be provided with heat shrinkable type colour coded sleeves for phase identification. Bus bars should be designed such that maximum allowed current density will be 0.8 A/Sqmm.

1.15. Stainless steel bolts / nuts to be used for bus bar chamber covers, panel coupling bolts and for earth bus bar connections.

## **2 TYPE OF PANEL**

The medium voltage switch board panel shall comprise of any one of the following types of switchgears or combination thereof as specified.

- (a) Incomer Air Circuit breakers draw out type and Bus Coupler Fixed type.
- (b) Switch Disconnecter Fuse Units fixed type, MCCBs of suitable Ics ratings. MCCBs shall invariably be Current Limiting type. Features like Double Break, Positive Isolation functions shall be preferred.

The Panel shall be indoor type having incoming sectionalizing and outgoing switchgears as specified. The design shall be cubical type. The degree of enclosure protection shall be of IP 43.

## **3. LT PANEL**

### **3.1 General Construction**

The switchboard shall be floor mounted free standing totally enclosed and extensible type. The switch board shall be dust & vermin proof and shall be suitable for the climate conditions as specified. The design shall include all provisions for safety of operation and maintenance personnel. The general construction shall conform to IS 8623:1993 for factory assembled switch board.

### **3.2 Cubical Type Panels**

Cubical type panels shall be fabricated out of sheet steel not less than 2.0 mm thick. Wherever necessary, such sheet steel members shall be stiffened by angle iron framework. General construction shall employ the principle of compartmentalization and segregation for each circuit. Unless otherwise approved, incomer and bus section panels or sections shall

be separate and independent and shall not be mixed with sections required for feeders. Each section of the rear accessible type panel shall have hinged access doors at the rear. Overall height of the panel shall not exceed standard height.

### **3.3 Air Circuit Breaker**

All Air Circuit Breakers shall be 4 pole with minimum 50 KA breaking capacity (35 MVA at 433V) conforming to IS 13947 (Part-II). Rated current shall be as per capacities specified. The equipment shall be complete with the following: -

- (a) Necessary circuit breaker carriage with 3 position (isolate, test, service) draw-out mechanism.
- (b) Necessary isolating plugs and sockets.
- (c) Necessary mechanism interlock and automatic safe shutters gear with arrangement for pad locking.
- (d) Necessary independent manual spring mechanism with mechanical On/Off indication as well as electrical On/Off indication.
- (e) Necessary bus bars with bolted type neutral links.
- (f) ACB shall be of microprocessor based having built in overload, short circuit & earth fault protection. Protection release shall be EMI (Electro Magnetic Induction)/ EMC (Electro Magnetic Compatible) certified.
- (g) Necessary set of auxiliary switches.
- (h) Necessary set of CTs with ratios as specified.
- (i) Necessary identification, metering requirements as specified i/c. ON/ OFF indication lamps, selector switches, fuses, ammeter, voltmeter etc.
- (j) In case of 4 pole breaker neutral shall be fully rated with adjustable settings from 50% to 100% of In

### **3.4 MCCB**

All MCCBs shall be current limiting type with features of load line reversibility and suitable for Horizontal/ Vertical mounting without any derating. The MCCBs shall invariably be used with terminal spreaders.

**3.5 Meters. Operating levers handle etc.** of highest unit shall not be higher than 1.7 meters. Multi-tier mounting of feeder is permissible. The general arrangement for multi-tier construction shall be such that the horizontal tiers formed present a pleasing and aesthetic look. The general arrangement shall be approved before fabrication. Cable entries for various feeders shall be either from top or bottom. Through cable alleys located in between two circuit sections, either in the rear or in the front of the panel. All cable terminations shall be through gland plates. There shall be separate gland plate for each cable entry so that there will not be dislocation of already wired circuits when new feeders are added. Cable entry plates shall therefore be sectionalized. The construction shall include necessary cable supports for clamping the cable in the cable alley or rear cable chamber.

### **3.6 Bus Bar and Connections**

The bus bars shall be of Aluminium of high conductivity electrolytic quality and of adequate section. The bus bar system may comprise of a system of main horizontal bus bars and ancillary vertical bus bars run in bus bar alleys on either side of which the circuit could be arranged with front access cable entries. Bus bars should be designed such that maximum allowed current density will be 0.8 A/ Sq mm. In the case of rear access, horizontal bus system shall run suitably either at the top or bottom. Interconnecting auxiliary busbars shall have adequate cross section area to carry the rated current continuously. All connections to

individual circuits from the bus bar shall preferably be solid connections; however, flexible connections shall also be permitted as per recommendations of the Panel Manufacturer. All bus bars and connections shall be suitably sleeved / insulated in approved manner.

### **3.7 Incomer / Termination**

Incomer termination shall be suitable for receiving bus trunking / underground cables. Cable terminations shall invariably be through terminal blocks (Polyamide or superior) or brought out solid terminals. Existing UG cables shall be terminated as per standard and as directed.

### **3.8 Instruments**

All meters shall be flush mounted of size minimum 96 mm conforming to class 0.5 of IS 1248 for accuracy. All meters shall be protected with MCB.

### **3.9 Indicating Lamps**

On all the incomers of LT panels, ON/OFF indicating LED lamps shall be provided and shall be suitable for operation on AC supply.

### **3.10 Small Wiring**

All small wiring for Controls, Indication etc. shall be with suitable FRLS/ HFFR (halogen free fire retardant) copper conductor cables. Wiring shall be suitably protected within switch board. Runs of wires shall be neatly bunched, suitably supported and clamped. Means shall be provided for easy identifications of the wires. Where wires are drawn through steel conduits, the works shall conform to CPWD General Specifications for Electrical Works (Part I- Internal), 2013 and IS 732 as the case may be. Identification ferrules shall be used at both ends of the wires. All control wiring meant for external connections are to be brought out of terminal board.

## **4. INSTALLATION**

The installation work shall cover assembly of various sections of the panels lining up, grouting the units etc. In the case of multiple panel switch boards after connecting up the bus bars etc., all joints shall be insulated with necessary insulation tape or approved insulation compound. A common earth bar shall be run inside at the back of switch panel connecting all the sections for connection to frame earth system. All protection and other small wirings for indication etc. shall be completed before calibration and commissioning checks are commenced. All relays, meters etc. shall be mounted and connected with appropriate wiring.

## **5. TEST CHECK**

All routine tests shall be carried out and test certificates produced to the department

### **5.1 Tests at Site**

In addition to tests at manufacturer's premises, all relevant pre-commissioning checks and tests conforming to IS code of practice No. 10028 shall be done before energization. The following tests are to be particularly done before cable jointing or connecting the bus bar trunking.

- (a) Insulation test between MV to earth with 500 volts Megger the insulation resistance shall not be less than 100 mega ohms.
- (b) All test results are to be recorded and reports should be submitted to the department.
- (c) Operation checks and lubrication of all moving parts.
- (d) Interlock function checks.
- (e) Continuity checks of wiring, fuses etc. as required.
- (f) Trip tests and protection gear test.

## Section (IX)

### List of approved Makes

The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

Item	Make
M S Sheet, Angle Iron	Tata/Jindal
SFUs/HRC Fuse/MCCBs/SWITCHING DEVICES/ACB/	L&T/ Schneider/ ABB/SIEMENS
Cables/ Wires	Polycab/Finolex/Gloster/ RR KABEL
PVC conduit/ bends/ coupling etc	Avonplast/ Polycab/ Precision/Modi
Gland/ Lugs	Comet, Dowells or IS equivalent
Digital meters	L&T/ Schneider/ MECO or equivalent
Current Transformer	Kappa/ PGR or equivalent
Indicators	L&T or equivalent

Place

Date

Signature of Contractor

**Section (X)**  
**Check List**

**Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT  
Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Acceptance of Bank's terms (YES/NO)</b>
1	Validity	90 days from the date of opening of Part – I	
2	EMD	Rs 48,000/-	
3	Terms of payment	As per Section II, para 22, of the tender	
4	Technical specifications	As per Sections VIII mentioned in tender	
5	Warranty Period	12 months from date of handing over of the entire work.	
6	Completion period	12 weeks from 10th day of letter of award of work	
7	Liquidated damages	1/4 % of the contract amount per week of delay subject to a maximum of 10% of the contract value	
8	Electrical Inspectorate License	<b>The firm should have a valid Kerala State Licensing Board issued contractor license to carry out the works within Kerala State.</b>	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place  
Date

Signature of Contractor  
Name Designation Seal of the firm

**Section (XI)**

**PART-II – UNPRICED BILL OF QUANTITY**

**Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

Sl. No	Description of Work	Qty.
1	<p>Design, Supply, installation, testing &amp; commissioning of cubical type LT panel suitable for 415V, 3Phase, 4Wire 50Hz AC supply system fabricated in compartmentalized design from CRCA sheet steel of 2mm thick for frame work and covers, 3mm thick for gland plates including cleaning &amp; finishing complete with 7 tank process for powder coating in approved shade, having 1250A capacity, extendable type, TPN Aluminium alloy bus bars of high conductivity, DMC/ SMC bus bar supports, with short circuit withstand capacity of 31MVA for 1sec., bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, fabrication shall be done in transportable sections, entire panel shall have a common copper earth bar of size 25mm x 5mm at the rear with 2 nos. earth stud, solid connections from main bus bar to switch gears with required size of Aluminium bus bars and control wiring with minimum 1.5sq.mm. PVC insulated copper conductor S/C cable, cable alleys, cable gland plates in two halves, including providing following switchgears: -</p> <p><b>(I) Incoming:</b>  <b>Two Numbers of 1250A</b> each four pole horizontal draw out type microprocessor-controlled air circuit breaker of fault breaking capacity 50kA (Ics = Icu) up to 433V manually operated, fitted with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact, conforming to IS 13947-2:1993 as amended up-to-date complete with following accessories as per tender specifications.</p> <ul style="list-style-type: none"> <li>(a) Independent manual spring closing mechanism- 1 no.</li> <li>(b) Microprocessor release (EMI &amp; EMC certified) for over current, earth fault &amp; short circuit protection- 1 set.</li> <li>(c) 2 Nos. of Digital multifunction meter for measuring Voltage, Current, Power factor, Energy (kWh) etc., with accessories.</li> <li>(d) 3 nos. Phase indication LEDs with 2A back up HRC fuse, breaker 'ON' indicating light with 2A HRC fuse, test terminal block set, fuses, circuits as per standard practice, auxiliary contacts for positive interlocking of the breakers as required.</li> <li>(e) Shunt trip coil 220 V A.C.</li> </ul> <p><b>(II) Bus Couplers:</b>  <b>One Numbers of 1250A</b> horizontal four pole fixed type, air circuit breakers of fault breaking capacity 50kA (Ics = Icu upto 433 V) manually operated, with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact conforming to IS 13947-2: 1993 as amended up to date complete with following accessories for each ACB:</p> <ul style="list-style-type: none"> <li>(a) Independent manual spring closing mechanism- 1 no.</li> <li>(b) 3 nos. Phase indication LEDs with 2A back up HRC fuse, breaker 'ON' indicating light with 2A HRC fuse, test terminal block set, fuses, circuits</li> </ul>	1 no.

	<p>as per standard practice, auxiliary contacts for positive interlocking of the breakers as required.</p> <p><b>(III) Bus Bars:</b> TPN aluminium bus bars of 1250A capacity and minimum cross section of 160mm x 10mm for each phase and neutral (0.8A/sq.mm. - current carrying capacity of aluminium) with heat shrinkable colored sleeves and including DMC/SMC bus bar cross section, size supports &amp; their spacing etc., for withstanding fault level of 31MVA for 1sec. Interconnecting / auxiliary busbar shall have adequate cross section to carry the rated current continuously.</p> <p><b>(IV) Interlocking:</b> Mechanical (castell key) interlocking should be provided with three locks and two keys method. (At any point of time, only 2 would be in operation)</p> <p><b>(V) Outgoing 1:</b> (a) <b>One Numbers of 800A 4 Pole</b> Microprocessor type ACB (Ics = 50kA up to 433V) (b) <b>Two Numbers of 630A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (c) <b>One Numbers of 400A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (d) <b>One Numbers of 250A 4 Pole</b> MCCB (Ics = 50kA up to 433V) <b>Five Numbers of each</b> Digital Multifunction Meter for measuring Voltage, Current, Power factor, Energy (kWh) etc., with accessories, for 800A ACB, 630A MCCBs, 400A MCCB, 250A MCCB.</p> <p><b>(VI) Outgoing 2:</b> (a) <b>One Numbers of 800A 4 Pole</b> Microprocessor type ACB (Ics = 50kA up to 433V) (b) <b>Two Numbers of 630A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (c) <b>One Numbers of 400A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (c) <b>One Numbers of 125A 4 Pole</b> MCCB (Ics = 50kA up to 433V) <b>Five Numbers of each</b> Digital Multifunction Meter for measuring Voltage, Current, Power factor, Energy (kWh) etc. with accessories, for 800A ACB, 630A MCCBs, 400A MCCBs, 125A MCCBs.</p>	
2	<p>Careful removal, dismantling of existing LT Panel and cables and site preparation (civil works) for the fixing of new LT panel including termination of all existing cables with new glands and lugs as per site conditions. The existing cable details are as given below:</p> <ul style="list-style-type: none"> <li>• 16 runs of 3.5Core, 400sq.mm.</li> <li>• 2 runs of 3.5Core, 300sq.mm.</li> <li>• 4 runs of 3.5Core, 240sq.mm.</li> <li>• 1 run of 3.5Core, 120sq.mm.</li> <li>• 1 run of 3.5Core, 70sq.mm.</li> </ul> <p>If any deficiency in cable length is observed during the termination process the same may be compensated with approved equivalent capacity cable. <b>The contractor should supply the required quantity of additional cables, cable joints (heat shrinkable) etc. Cost for the supply of cable, cable joints (heat shrinkable) etc. if any, only shall be reimbursable as per actual quantity, no additional labour charges shall be paid for the same.</b> The panel design shall be done in such a way that the termination of existing cables be done in most suitable manner. The design shall get approved prior to the dismantling of existing LT Panel from the Bank's Engineer.</p>	1 job
3	<p>Providing temporary power supply with one run of 4 Core 70 Sqmm Aluminium cable (length approximately 15 meters) or equivalent capacity copper cable,</p>	1 job



	and their termination from one of the transformers to one of the existing AMF panels, during the LT panel installation work.	
4	Provision of plate earthing with copper Earth Plate 600mm x 600mm x 3mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc., fixed as per standard IS 3043 for the LT panel.	2 nos.
5	Supply and laying of the connection between earth and LT panel, done with 25mm × 3mm copper/tinned copper strip. Existing earth shall be also connected to new LT panel as directed. Riveting, soldering of copper strip with another copper strip or any other metallic object is also included in the scope of work.	40 m

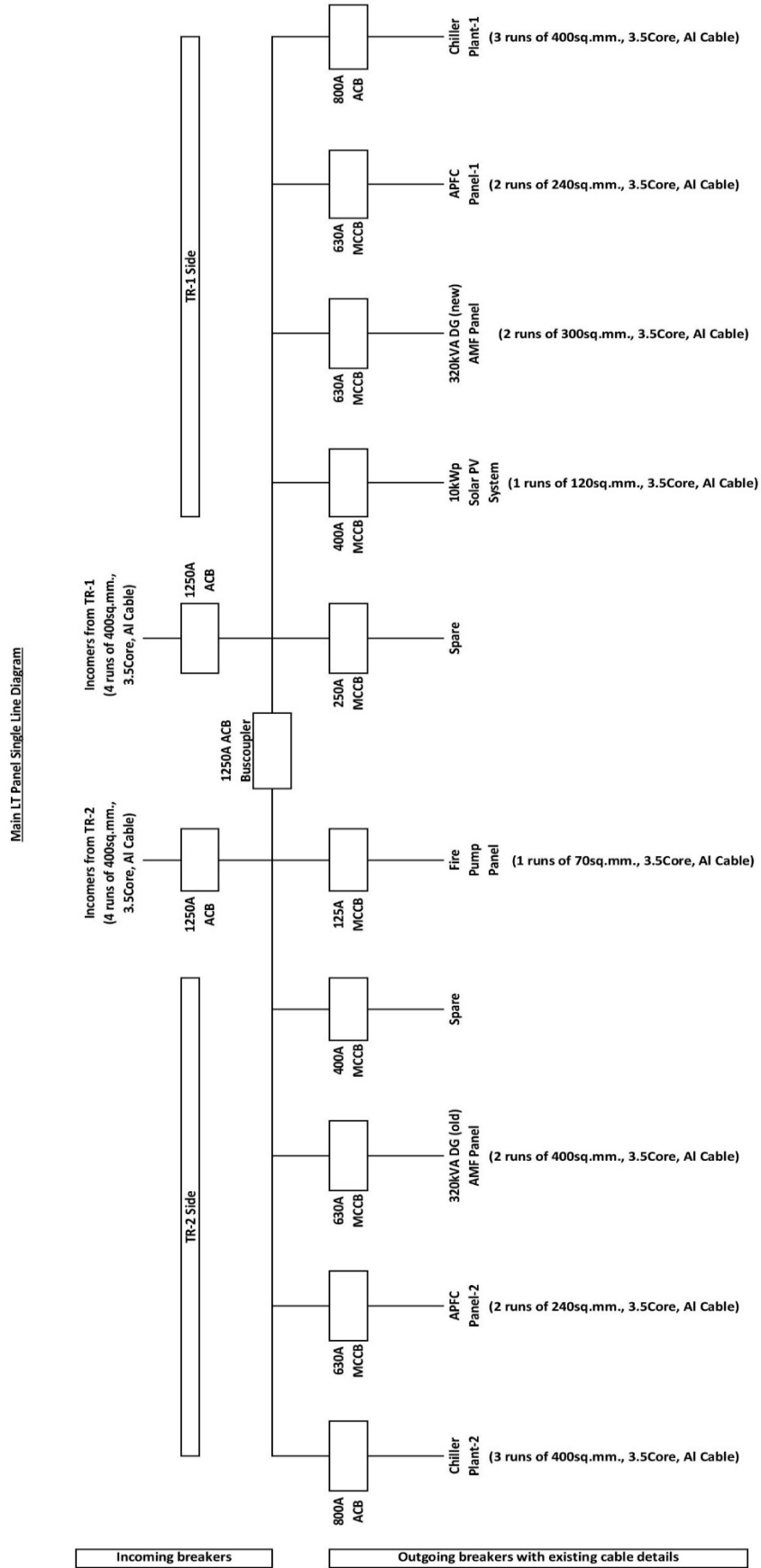
**Place:**

**Date:**

**Seal & Signature of Tenderer**

## Section (XII)

### Drawings- Single Line Diagram



### Existing Cable Details

**Incoming Cable Details:**

<b>Sl. No.</b>	<b>From</b>	<b>Cable Size (sq. mm.)</b>	<b>Type of Cable</b>	<b>No. of runs</b>
1	Transformer-I LV Side	400	3.5 Core, Aluminium Cable	4
2	Transformer-II LV Side	400	3.5 Core, Aluminium Cable	4

**Outgoing Cable Details:**

<b>Sl. No.</b>	<b>To</b>	<b>Cable Size (sq. mm.)</b>	<b>Type of Cable</b>	<b>No. of runs</b>
1	APFC Panel-I	240	3.5 Core, Aluminium Cable	2
2	APFC Panel-II	240	3.5 Core, Aluminium Cable	2
3	AMF Panel (New)	300	3.5 Core, Aluminium Cable	2
4	AMF Panel (Old)	400	3.5 Core, Aluminium Cable	2
5	Central AC Chiller Plant-I	400	3.5 Core, Aluminium Cable	3
6	Central AC Chiller Plant-II	400	3.5 Core, Aluminium Cable	3
7	Fire Pump Panel	70	3.5 Core, Aluminium Cable	1
8	10kWp Solar PV System	120	3.5 Core, Aluminium Cable	1

**Annexures**

**Annexure-A**

**UNDERTAKING**

Regarding site visit by the tenderer in order to understand the work

To

The Regional Director Reserve  
Bank of India  
Thiruvananthapuram

Dear Sir,

NAME OF WORK: "Design, Supply, Installation, Testing and Commissioning of main Electrical incomer LT Panel for Main Office Building, Reserve Bank of India-Thiruvananthapuram"

We, \_\_\_\_\_, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system.

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

**PROFORMA OF BANK GUARANTEE for SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director  
Reserve Bank of India  
Thiruvananthapuram

Dear Sir,

**Name of Work: Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

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

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 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 up to (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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.

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 behalf of the Bank by the above named in the presence of:

Witness 1

Witness 2

Signature .....  
Name .....  
Address  
.....

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).

**Proforma for Indemnifying the Employer Against Non-Compliance to Contract labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director  
Reserve Bank of India  
Thiruvananthapuram

Dear Sir

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.

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 labour 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 labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub- contractors.

Yours faithfully,

For Authorized signatory

**NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

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

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

This deed of guarantee made this \_\_\_ day of \_two thousand\_ between \_\_\_\_ (Name of Banker) having its registered office at\_(place) and one of its local offices at \_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation Constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Main Office Building, Shahada Bhagwat Singh Road, and Thiruvananthapuram INDIA (hereinafter referred to as the Bank).

WHEREAS\_\_(Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at\_ is bound to deposit with the Bank by way of earnest money INR\_\_(INR\_\_\_\_\_only) in connection with its Tender for Design, Supply, Installation, Testing and Commissioning of main Electrical incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram and the specifications and terms and conditions enclosed therein.

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

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_ (INR \_ \_\_\_\_\_ Only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR\_\_(INR \_\_\_\_\_ only).
5. This guarantee shall remain in force and effective up to\_\_and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.



6. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
7. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.
9. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

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

Branch Manager (Banker's seal)



संपदा विभाग / Estate Department  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
तिरुवनंतपुरम / Thiruvananthapuram

**Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel  
for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

**E-tender - No: RBI/Thiruvananthapuram/Estate/261/22-23/ET/389**

**PART- II – Price Bid**

**Name of the Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_



संपदा विभाग / Estate Department  
भारतीय रिज़र्व बैंक / Reserve Bank of India  
तिरुवनंतपुरम / Thiruvananthapuram

**Design, Supply, Installation, Testing and Commissioning of Main Electrical Incomer LT Panel for Main Office Building, Reserve Bank of India- Thiruvananthapuram.**

**Bill of Quantities**  
**(Rates inclusive of GST shall be quoted.)**

Sl. No	Description of Work	Qty.	Rate (Rs) (inclusive of GST)	Amount (Rs) (inclusive of GST)
1	<p>Design, Supply, installation, testing &amp; commissioning of cubical type LT panel suitable for 415V, 3Phase, 4Wire 50Hz AC supply system fabricated in compartmentalized design from CRCA sheet steel of 2mm thick for frame work and covers, 3mm thick for gland plates including cleaning &amp; finishing complete with 7 tank process for powder coating in approved shade, having 1250A capacity, extendable type, TPN Aluminium alloy bus bars of high conductivity, DMC/ SMC bus bar supports, with short circuit withstand capacity of 31MVA for 1sec., bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, fabrication shall be done in transportable sections, entire panel shall have a common copper earth bar of size 25mm x 5mm at the rear with 2 nos. earth stud, solid connections from main bus bar to switch gears with required size of Aluminium bus bars and control wiring with minimum 1.5sq.mm. PVC insulated copper conductor S/C cable, cable alleys, cable gland plates in two halves, including providing following switchgears: -</p> <p><b>(I) Incoming:</b> <b>Two Numbers of 1250A</b> each four pole horizontal draw out type microprocessor-controlled air circuit breaker of fault breaking capacity 50kA (Ics = Icu) up to 433V manually operated, fitted with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact, conforming to IS 13947- 2:1993 as amended up-to-date complete with following accessories as per tender specifications.</p> <p>(f) Independent manual spring closing mechanism- 1 no. (g) Microprocessor release (EMI &amp; EMC certified) for over current, earth fault &amp; short circuit protection- 1 set. (h) Digital multifunction meter for measuring Voltage, Current, Power factor, Energy (kWh) etc., with accessories. (i) 3 nos. Phase indication LEDs with 2A back up HRC fuse, breaker 'ON' indicating light with 2A HRC fuse, test terminal block set, fuses, circuits as per standard practice, auxiliary contacts for positive interlocking of the breakers as required. (j) Shunt trip coil 220 V A.C.</p> <p><b>(II) Bus Couplers:</b> <b>One Numbers of 1250A</b> horizontal four pole fixed type, air circuit breakers of fault breaking capacity 50kA (Ics = Icu upto 433 V)</p>	1 no.	(To be quoted in MSTC Website only)	(To be quoted in MSTC Website only)

	<p>manually operated, with interlocked door, automatic safety shutters, mechanical ON/OFF and service/test/isolated position indicators and frame earthing contact conforming to IS 13947-2: 1993 as amended up to date complete with following accessories for each ACB</p> <p>(c) Independent manual spring closing mechanism- 1 no.</p> <p>(d) 3 nos. Phase indication LEDs with 2A back up HRC fuse, breaker 'ON' indicating light with 2A HRC fuse, test terminal block set, fuses, circuits as per standard practice, auxiliary contacts for positive interlocking of the breakers as required.</p> <p><b>(III) Bus Bars:</b> TPN aluminium bus bars of 1250A capacity and minimum cross section of 160mm x 10mm for each phase and neutral (0.8A/sq.mm. - current carrying capacity of aluminium) with heat shrinkable colored sleeves and including DMC/SMC bus bar cross section, size supports &amp; their spacing etc., for withstanding fault level of 31MVA for 1sec. Interconnecting / auxiliary busbar shall have adequate cross section to carry the rated current continuously.</p> <p><b>(IV) Interlocking:</b> Mechanical (castell key) interlocking should be provided with three locks and two keys method. (At any point of time, only 2 would be in operation)</p> <p><b>(V) Outgoing 1:</b> (a) <b>One Numbers of 800A 4 Pole</b> Microprocessor type ACB (Ics = 50kA up to 433V) (b) <b>Two Numbers of 630A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (c) <b>One Numbers of 400A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (d) <b>One Numbers of 250A 4 Pole</b> MCCB (Ics = 50kA up to 433V) <b>Five Numbers of each</b> Digital Multifunction Meter for measuring Voltage, Current, Power factor, Energy (kWh) etc., with accessories, for 800A ACB, 630A MCCBs, 400A MCCB, 250A MCCB.</p> <p><b>(VI) Outgoing 2:</b> (a) <b>One Numbers of 800A 4 Pole</b> Microprocessor type ACB (Ics = 50kA up to 433V) (b) <b>Two Numbers of 630A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (c) <b>One Numbers of 400A 4 Pole</b> MCCB (Ics = 50kA up to 433V) (d) <b>One Numbers of 125A 4 Pole</b> MCCB (Ics = 50kA up to 433V) <b>Five Numbers of each</b> Digital Multifunction Meter for measuring Voltage, Current, Power factor, Energy (kWh) etc. with accessories, for 800A ACB, 630A MCCBs, 400A MCCBs, 125A MCCBs.</p>			
2	<p>Careful removal, dismantling of existing LT Panel and cables and site preparation (civil works) for the fixing of new LT panel including termination of all existing cables with new glands and lugs as per site conditions. The existing cable details are as given below:</p> <ul style="list-style-type: none"> <li>• 16 runs of 3.5Core, 400sq.mm.</li> <li>• 2 runs of 3.5Core, 300sq.mm.</li> <li>• 4 runs of 3.5Core, 240sq.mm.</li> <li>• 1 run of 3.5Core, 120sq.mm.</li> <li>• 1 run of 3.5Core, 70sq.mm.</li> </ul> <p>If any deficiency in cable length is observed during the termination process the same may be compensated with approved equivalent capacity cable. <b>The contractor should supply the required quantity of additional cables, cable joints (heat shrinkable) etc. Cost for the supply of cable, cable joints (heat shrinkable) etc. if any, only shall be reimbursable as per actual quantity, no additional labour charges shall be paid for the same.</b> The panel design shall be done in such a way that the termination of existing cables be done in most suitable manner.</p>	1 job	(To be quoted in MSTC Website only)	(To be quoted in MSTC Website only)

	The design shall get approved prior to the dismantling of existing LT Panel from the Bank's Engineer.			
3	Providing temporary power supply with one run of 4 Core 70 Sqmm Aluminium cable (length approximately 15 meters) or equivalent capacity copper cable, and their termination from one of the transformers to one of the existing AMF panels, during the LT panel installation work.	1 job	(To be quoted in MSTC Website only)	(To be quoted in MSTC Website only)
4	Provision of plate earthing with copper Earth Plate 600mm x 600mm x 3mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc., fixed as per standard IS 3043 for the LT panel.	2 nos.	(To be quoted in MSTC Website only)	(To be quoted in MSTC Website only)
5	Supply and laying of the connection between earth and LT panel, done with 25mm x 3mm copper/tinned copper strip. Existing earth shall be also connected to new LT panel as directed. Riveting, soldering of copper strip with another copper strip or any other metallic object is also included in the scope of work.	40 m	(To be quoted in MSTC Website only)	(To be quoted in MSTC Website only)
Total				
Buyback amount for old LT panels including switch gears (5 nos. ACBs, 3 nos. SFUs, 2 nos. MCCBs) etc.				
Net Payable				

**Note 1:-** The above format is given only for illustrative purpose. Tenderers are advised to fill-in their quoted rates only in the format available in the MSTC web portal. No indication of prices shall be furnished along with Part -1 documents. Submission of financial bid in physical/hard form and uploading the same in the portal along with Part-1 documents shall be liable to get disqualified.

**Note 2:-** In the Online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part- I of the tender document will be implemented.