

**Reserve Bank of India
Estate Department
Raipur**

**Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel
Generator Set with acoustic enclosure for Raipur Office**

a. e-Tender Name	E tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office
b. e-Tender no	RBI/Raipur/HRMD/56/19-20/ET/424
c. Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of NIT available to parties to download	12/03/2020
e. Pre-Bid meeting	23/03/2020 at 11:00 AM in Office Premises at RBI, Raipur
f. Earnest Money Deposit	₹ 26,000/- (₹ Twenty six Thousand Only) in the form of NEFT/BG (as per Annexure J) / NEFT in favour of Reserve Bank of India, Raipur to be delivered in physical form at Estate Dept. on or before 02:00 PM of 15/04/2020 Reserve Bank of India, Raipur Details for NEFT Beneficiary Name: Reserve Bank of India, Raipur Beneficiary Ac No: 186003001 IFSC: RBIS0RPPA01 (5th & 10th digit is zero)
g. Last date of submission of EMD	On or before 02:00 PM of 15/04/2020
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	12/03/2020 at 10:00 AM
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	15/04/2020 till 3:00 PM
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part- II (Price Bid)	15/04/2020 at 3:30 PM Opening of price bid shall be informed separately
k. Transaction Fee	Rs.1000/- (Plus GST @18%) To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd. Please do not transfer the transaction fee to Reserve Bank of India, Raipur

Regional Director
Reserve Bank of India,
Raipur



**Reserve Bank of India
Estate Department**

Raipur

E -tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office

Part I

Name of the tenderer _____

Address _____

Contact _____

Email ID _____

Date of Pre-bid meeting : 23/03/2020 at 11:00 AM

Venue of Pre Bid Meeting : Estate Dept., RBI, Raipur

Due date for Submission of Tender : on or before 15/04/2020 till 3:00 PM

Date of opening of Tender : 15/04/2020 at 3:30 PM

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Raipur**

NOTICE INVITING E-TENDER

This is an open tender enquiry. However, only those bidders/vendors who are qualified for the work as per qualification criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission.

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j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	15/04/2020 at 3:30 PM
Date & Time of opening of Part- II (Price Bid)	Opening of price bid shall be informed separately
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I. Pre-Qualification criteria:

Online tenders will be allowed to view /download to all firms from 10 AM of 12/03/2020. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II**

1. The intending tenderers must have minimum 5 years of experience in carrying out similar works in building/commercial premises.
2. The intending tenderers must have executed successfully similar works during last five years ending December 2019, should be either of the following:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost.
Or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost.
Or
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.
3. Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements.
4. Should furnish solvency certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of **Rs.13 Lakh.(Annexure 'H')**
5. Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works.
6. Tenderers should also provide a list of completed works with all the details as per the proforma.
7. Should have service setup at the place of proposed work for rendering after sales service.

***Similar Works means - E tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office.**
8. The contractor should invariably furnish the below mentioned information in writing and upload copies of the relevant documents along with the Part I of the tender. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.) of the composition of the firm of contractors in details should be submitted along with the name(s) of the partners, copy of the Articles of association/power of Attorney/any other relevant document.
(b)	Work experience and completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works (as mentioned in para 1 and 2 above) indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out similar works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2016-17, 2017-18 and 2018-19 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Creditworthiness of the contractor and their turn over during the specified period	The latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and Address (es) of the Bankers and their present contract executives.	Written information about the names and address of their bankers along with full details like names, postal addresses, e- mail IDs, telephone (land and mobile) nos. fax nos. etc. of the contract executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts like account no., type, when opened, etc., should be given.
(g)	Name(s) and address (es) of the Clients and their present contract executives.	Written information about a few of their clients along with full details, like names, postal address, e- mail IDs, telephone (landline and mobile) nos. etc. of the contract executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual costs (s) of executed work(s), completion time stipulated in the contracts(s) and actual time taken to complete the work(s), names and full contact-details of the officers/ authorities/

		departments under whom the work(s) was/were executed should be furnished.
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9. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse issuance of tender forms/documents to them.

10. A pre-bid meeting (off-line mode) of the intending tenderers will be held on 23/03/2020 at 11.00 AM at Estate Department, Main Office Building, Reserve Bank of India, Raipur. The duly filled in tender documents shall be uploaded on MSTC site till 3:00 PM on 15/04/2020.

11. Tender forms can be downloaded for viewing from the website www.mstcecommerce.com w.e.f. 12/03/2020 from 10 AM.

12. The certificates/documents should be addressed to Regional Director, Reserve Bank of India, Estate Department, Raipur and shall be uploaded along with the tender.

13. Part I of the tenders will be opened on-line at 3:30 PM on 15/04/2020 in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.

14. The client's certificate for qualifying work as mentioned under sl. no. (I) shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates. Format for clients' report is stipulated as Annexure 'G' in Part I of the tender.

15. The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

Sd/-
Regional Director
Raipur

Important instructions for E-procurement

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

1	<p><u>Process of e-Tender :</u></p> <p>A) Registration: The process involves vendor's registration with MSTC E-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.</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, Raipur):</p> <ol style="list-style-type: none">1. Smt. R. Kalpana (Manager); E-mail rkalpana@rbi.org.in; Contact No.94426043552. Shri. Mayur Pullakwar (Assistant Manager); E-mail mmpullakwar@rbi.org.in; Contact No. 90963235653. Shri. Sushil B. Shahane (Manager); E-mail sbshahane@rbi.org.in; Contact No. 98607919014. Shri. Yogesh R. Sharma (Assistant Manager); E-mail yrsharma@rbi.org.in; contact No. 9922331143 <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none">1. Ms. Unneti Saini (DM); E mail unneti@mstcindia.co.in; Contact No 074711184562. Mr. Abhishek Gunawat (MT); Contact No. 6263251895 <p style="text-align: center;">Google hangout ID- (for text chat)- mstceproc@gmail.com</p>
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Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

	<p>B) System Requirement:</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"> ➤ Tools => Internet Options =>Security => Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: ➤ Tools => Internet Options => General => Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. ➤ 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 https://www.mstcecommerce.com once)
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</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>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
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: https://www.mstcecommerce.com →</p>

	<p>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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & 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 & 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 & conditions for the tender.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	<u>No deviation to the technical and commercial terms & conditions are allowed.</u>
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome/rbi 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.

Part-I
Commercial Terms and Conditions
Form of Tender

Smt.A.Sivagami

Regional Director,
Reserve Bank of India,
Estate Department,
Raipur.

Madam,

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

MEMORANDUM

(a)	Description of works	Supply, installation, testing and commissioning of DG set with Inbuilt AMF Panel and acoustic enclosure for Raipur office
(b)	Estimated cost	Rs.13,00,000/-
(c)	Earnest Money	Rs. 26,000/-
(d)	Time allowed for completion of the work from tenth day after the date of written order to commence work	90 days from 10th days after the issue of work order.

2.Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3.We have deposited a sum of Rs 26,000=00 as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The list showing the particulars and the names of manufacturers of specified item as required under clauses 17 and 23 of the Special Conditions, are enclosed.

5. The details of our bankers are

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

6. We are enclosing herewith list of our clients with complete details as per the Bank's proforma.

7. The Tender is submitted in two parts in separate sealed envelopes. Part A contains all commercial terms and conditions and technical particulars and Part B contains only the price bid in the Bank's proforma.

Name of the partner of the firm authorised to sign

(or)

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

Yours faithfully.

Signature of Contractor

(Signatures and addresses of witnesses)

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous of **Supply, Installation, Testing and Commissioning of 125KVA Diesel Generator Set with acoustic enclosure for Raipur office at Subhashish Parisar, Mahadev Ghat Road, Raipur** and has caused specifications describing the works to be done.

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

AND WHEREAS the Contractor has agreed to execute upon, 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 specification 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 thereunder (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of 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 Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto 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.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece work Contract but is a Contract to carry out the DG set installation at Raipur to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works 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.

7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8. **Time** shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 90 days, subject nevertheless to the provisions for extension of time.

9. All payments by The Bank under this Contract will be made only at Raipur.

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

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

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

13. **Sexual harassment Clause:** Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank

14. **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period

of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

If the contractor is a Partnership or an Individual	IN WITNESS WHERE OF the Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
If the contractor is a Company	IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Smt.

(name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY

..... 1)...

..... Address

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

.....
.....

2)

Address

.....

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed

If the Contractor signs under its common Seal the signature clause should tally with their sealing

By its Board of Directors at the meeting held on

clause in the Articles of Associations.

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

In the presence of

(1)

.....

The Contractor is signing by the hand of power of attorney whether a company or 2individual.

()

.....

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

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

(1).....

(2).....

SIGNED AND DELIVERED BY the Contractor by the hand Of

Smt.

and duly constituted attorney.

General Instructions to Contractors and Special Conditions

Section II

General Instructions to Tenderers and Special conditions

2.1 Commercial conditions:

1.1.1 E-tenders are invited for **E -tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office** for an estimated cost of Rs.13 lakh from eligible firms.

2.1.2 Eligibility Criteria:

Online tenders will be allowed to view /download to all the firms from 10 AM of 12/03/2020. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II.**

- The intending tenderers must have 5 years of experience in successfully carrying similar works for large office buildings/commercial premises. The work should have been completed on or before December 2019.
 - Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements.
 - Completed works of **E -tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office** as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
OR
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
OR
 - (c) One work costing not less than the amount equal to 80% of the estimated cost.
- Above works should be done during the last 5 years ending December 2019.
- Should have service setup at the place of proposed work for rendering after sales services.

Tenderers should submit the following documents in respect of their eligibility:

- Copies of detailed work order indicating scope and value of works.

- Completion certificate for the qualifying works.
- List of completed works with all the details.
- Audited Financial statement of turnover for last 3 years.

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected.

2.1.3 Tender submission:

The tender shall be uploaded/submitted in two parts, viz, "Part I – Technical and Commercial" and "Part II – Price bid", respectively **“E -tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office and** addressed to Regional Director, Reserve Bank of India, Raipur. Telegraphic, Fax and E-mail tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.

2.2 Tenderers are advised to use only the forms (tender books) issued by the Bank / forms.

In case the tenders are submitted from downloaded tender forms from the MSTC website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned.

2.3 Tenders application for **“E -tender for Supply, Installation, Testing and Commissioning of 125 KVA DG Diesel Generator Set with acoustic enclosure for Raipur Office”** as the case may be and addressed by name to **Regional Director, Estate Department, Reserve Bank of India, Raipur should uploaded not later than 15:00 hours on 15/04/2020**. No tender will be accepted after 15:00 hours on 15/04/2020 under any circumstances whatsoever.

2.4 a) Intending tenderers shall pay as Earnest Money a sum of Rs.26,000/- (Rupees Twenty Six thousand only) by a NEFT or Bank Guarantee in a form **(Annexure-J)** acceptable to the Bank in favour of Reserve Bank of India, drawn on a scheduled bank before uploading/submission of the tender. The Earnest Money Deposit of the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work.

b) 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 and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

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

2.5 Part I – Technical & Commercial

2.5.1 Part I shall contain the un-priced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings in envelop superscripting Part I.

2.5.2 Part I of the tender as submitted **along with EMD** shall contain the following:

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) List of deviation, if any, in technical specifications
- c) A letter from the OEM, authorizing the bidder to participate in the tender along with a copy of the agreement with the OEM as regards implementation of similar projects in India and their after sales service
- d) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- e) The tenderer should have maintenance set-up at Raipur, address & telephone / fax nos. of maintenance set-up shall be indicated.
- f) Technical data sheet as given under **Annexure A** shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate in separately sealed

envelopes.

2.5.3 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rates.

2.5.4 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. A tender containing deviation from the terms and conditions is liable for rejection.

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

2.5.6 All information, correspondence letters shall be addressed to, Regional Director, Estate Department, Reserve Bank of India, Raipur.

2.6 Price bid

The “Price bid”, to be filled online through MSTC website

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II) detailed on MSTC site. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms issued by the Bank to fill in the rates.

The tender form must be filled in English, if any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option.
- (d) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.
- (e) 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.
- (f) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

2.7 Opening of Tender

Part I of the tenders will be opened on 15/04/2020 at 15:30 Hrs. in the presence of tenderers. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tender.

2.8 Earnest Money, Security Deposit & Security during Defect liability period

10. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfilment of the contract by the Contractor 5% of the value of the work will be deposited by the Contractor in the form of BG valid for 1 years. The BG towards EMD and 5% retention money will be released by the Bank after rectification of the defects pointed out during the defects liability period of one year. The amount retained by the Bank shall not bear any interest.

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

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

12. The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions and Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Bank they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

13. 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 addition at the discretion of the Consultant. 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.

14. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

15. If a tenderer wishes to offer more than one type of equipment, as an alternative, full technical particulars of such alternatives shall be submitted in Part I and shall indicate the cost in Part II. Similarly, if tenderer wishes to offer more than one make of equipment /component as alternative, he shall indicate the cost of such alternatives separately. In the absence of alternative cost for different makes, Bank reserves the right to select any of the makes specified by him in the tender at the same cost.

16.(a) The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

(b)The rates shall also be firm and shall not be subject to exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates all applicable tax like GST etc., or any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Bank. **The Bank will not issue C/D forms or any kind of form for obtaining concessions in taxes/duties etc.**

(c)The tenders shall remain open for acceptance by the Bank for a period of six months from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

(d)The work shall be carried out in such a manner that there shall be minimum disruption of electrical supply to bank premises. **A programme shall be drawn in consultation with the consultant and / or Bank's engineer for this purpose.**

17. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.

18. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 27 of the conditions of contract. The tenderer shall, before commencing work, prepare a detailed work programme which shall be approved by the Bank.

19. Tenders will be considered only from recognised bonafide contractors who fulfill the minimum eligibility criteria as prescribed in the tender notice for the work. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed.

20. 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 trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Bank shall not be liable for any claim in respect therefor. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though these items are not included in the quantities and

rates. The Bank will issue schedule of instructions in respect of such additional items and their quantities in writing.

22. The successful tenderer must cooperate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and to the requirements of the local electricity authority and CEI and no deviation on any account will be permitted.

24. The Bank will pay the requisite fee to the Government authority if needed. However, the contractor shall have to liaison with them and have to submit the approval from Pollution Control Board for permission to run the Generator if applicable in Raipur. If the contractor fails to bring down the noise with specified limits, In such case the contractor shall have to improve their acoustic design to reduce the noise level. The contractors may visit the site before submission of their offers.

25. The successful tenderer should make with their own arrangements to obtain all materials required for the work.

26. The tenderer shall submit along with his tender, a list mentioning the names of manufacturers of equipments which he proposes to use in the work if his tender is accepted. Samples of all such equipments quoted for all illustrations with descriptive literature on the same shall accompany the tender. The samples and the literature so submitted by the successful tenderer shall be retained.

27. Tenderer should also enclose a letter from the manufacturer of engine indicating the name of their authorised service agent at Raipur, through whom the periodical service for the DG set will be attended. Prescribed standard rates for inspection labour service contract (all spares will be supplied by the Bank) should also be mentioned by the manufacturer.

28. The Contractor has to obtain approval from local Regional Pollution Control board and permission to run the generator and submits copy of the test report with bill if applicable in Raipur. The rates quoted should include liasoning works with local pollution control board. The Contractor shall strictly comply with the provision of safety code annexed hereto.

29. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

30. Following terms of payment shall be applicable.

(a) 65% of the quoted rate against delivery of materials at site.

(b) 30% of the quoted rate on completion of erection, testing, commissioning and handing over of the system to the Bank and on submission of a Bank Guarantee amounting to 10% of the contract amount, initially valid for 1 year, in a form acceptable to the Bank as security against due fulfilment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment. The Retention money of 5% recovered from the payments made above will be released after satisfactory completion of the one year defect liability period.

(No advance on materials on receipt of material at site will be paid except for items (a and b above).

31. The contractor should take out the following insurance covers in the joint names of the Bank and the firm within the stipulated period of commencement:

- Transit, storage, erection and commissioning policy for the full contract amount.
- Workmen compensation policy for the workmen employed at site.
- Third party liability policy with a limit of **Rs13 lakh for the contract period and Rs. 2.0 lakh** per accident.

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

33. The tenderers shall quote their charges for the above **Non- comprehensive maintenance service contracts** of the DG Set which will be applicable after the expiry of the warranty period, the contract amount shall be paid on half yearly basis on rendering satisfactory service. This service contract shall be renewed annually. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	2 hours	Rs. 1,000/- per hour.
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	Rs. 500/- per day

34. The tenderer shall indicate details such as the service centre at Raipur from which the DG Set will be serviced, the staff strength at that centre and the availability of spares for the system at that centre.

35. The service contract shall be renewed for an additional period of at least 8 years after the initial annual service contact period of 1 year after 1 year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP [(15+60x(EPIC/EPIP) +25x(CPIC/CPIP))] \times 100$$

AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

36. Undertaking for Non- comprehensive maintenance service (NCMS) contracts: After 01 years of the warranty period cum Inspection service, the contractor shall furnish an undertaking that they will continue to give support of maintenance and spares for another 9 years.

37. Evaluation of tenders;-

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of Non - comprehensive annual maintenance service (NCMS) charges for 9 years. Tenders will, therefore, be evaluated based on the total owning cost for 10 years which will be arrived at as under:

Total owing cost = Quoted capital cost + NPV of service contract charges for 9 years = Quoted capital cost + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF)

(MF = 7.0476)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum

(c)	Period of contract	10 years from the date of handing over of the system.
(d)	Payment terms for annual maintenance contract.	Half yearly payment after satisfactory completion of service

38. Time is the essence of the contract. Entire work shall be completed in 90 days from the 10th day after the date of letter of acceptance, failing which liquidated damages at the rate of @ 0.25% per week of the estimated cost put to tender subject to a maximum of 10% of the accepted tender amount will be recovered for delay beyond the contractual period of completion.

39. The schedule of quantities is only indicative. The Bank reserves the right to increase or decrease the quantities for any items or to delete any item during execution.

40. **Confidentiality:** The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify Bank for any loss suffered by them as a result of disclosure of any confidential information. 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 agreement of the Bank.

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

Witness:

Signature of Tenderer

Address

Place:

Date:

Safety Code

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

The Conditions Hereinbefore Referred To

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

a) "Bank"	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 Bank 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 DG set Installation work for the Bank's Sub office Raipur

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the con text requires.

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 19 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 Bank'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 Bank shall form a supplementary tender. The Bank 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 Bank and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return 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 13 hereof.

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall

appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Bank 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 Bank 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 Bank, 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 Bank necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Bank except the representatives of public authorities shall be allowed on the works at any time.

11. **Manager (Tech/Elect.):** The term "Manager (Tech)" shall mean the person appointed and paid by the Bank to inspect the works. The Contractor shall afford the Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Manager(Tech.), or the Bank 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 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 Bank 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 Bank and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Bank in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

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

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

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

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

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Bank, 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 5 hereof with the concurrence of the Bank 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 Bank.

(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 Bank 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 Bank and they shall not be removed except for use upon the works, without the written authority of the Bank. The Contractor shall be liable for any loss of or damage to, such materials.

19. Removal of improper work : The Bank 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 Bank 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 Bank 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 Bank from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Bank, 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 Bank 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 Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Bank 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 Bank 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 Bank 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 and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Bank.

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 Bank or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

(a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.

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

(c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Bank'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 Bank 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 Bank and Sub- Contractor.

23. Other persons employed by Bank: The Bank 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 Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the bank 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 Bank against all claims which may be made against the Bank 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 Bank 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 Bank, against all claims which may be made upon the Bank 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 Bank and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Bank 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 Bank shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or 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 Bank's other rights in respect thereof.

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

26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Bank and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such

painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any money due to the Contractor.

28. **Delay and extension of time**: If in the opinion of the Bank 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 neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Bank and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 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 (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Banks instruction**: If the Contractor after receipt of written notice from the Bank requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Bank 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 Bank as a debt or may be deducted by him from any moneys due to the Contractor.

30. **Termination of Contract by the Bank**: 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 given 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 Bank 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 Bank 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 Bank 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Bank and the expenses or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, 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 Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Bank 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 Bank, and he shall be entitled to recover from the Bank, 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 Bank from time to time by instalments 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 instalments 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 Bank in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "instalment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 20 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 Bank shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The following terms of payment only are applicable for the work.

(a) 65% of the quoted rate against delivery of materials at site.

(b) 30% of the quoted rate on completion of erection, testing, commissioning and handing over of the system to the Bank **and** on submission of a Bank Guarantee amounting to 10% of the contract amount, initially valid for 1 year, in a form acceptable to the Bank as security against due fulfilment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment.

The Retention money of 5% recovered from the payments made above will be released after satisfactory completion of the one year defect liability period.

(No advance on materials on receipt of material at site will be paid except for items (a and b above).

33. The Bank Guarantee taken for due fulfillment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment shall be renewed upto the end of 3 years. Thereafter, the amount of the Bank Guarantee will be reduced to TEN percent (10%) of the contract amount and the new Bank guarantee shall be valid for next four years i.e. up to the end of estimated life of the DG Set.

34. **Delayed Payment**: Any amounts payable by the Bank to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Bank until the payment.

35. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 19, 28 (a,b,c,d,f) hereof (which matters are herein referred to as the expected 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).

36. **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 either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

Bank entitled to cover compensation paid to workman

37. If, for any reason, the Bank 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank 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 Bank 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 Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

Abandonment of works

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

Return of surplus materials

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Bank 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 Bank and return it to the Bank, if required by the Bank, 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 Bank 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 Bank 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 Bank shall have the option of terminating the contract without incurring any liability for such termination.

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	2 months from the date of final commissioning.
3	Date of commencement	10th day after the date of award of work order.
4.	Date of completion	90 days from the date of commencement.
5.	Liquidated Damages	0.25% of the total contract value per week of delay subject to a maximum of 10%
6.	Retention Percentage	5%
7.	Total Retention money (E.M.D plus Retention money)	5% of the total contract value and EMD.
8.	Instalment after virtual completion	As per clause No.30 Of General instructions to Contractors and Special Conditions
9.	Period of honouring interim certificate	One month
10.	Interest for delayed payment	3 percent per annum
		Signature of Tenderer _____
	Address	
	Place:	
	Date:	

1.	Scope of work: Supply, Install, Test and Commission diesel generator set of about 125 KVA (minimum) capacity, complete with exhaust piping, earthing, acoustic enclosure all accessories and handing it over to the Bank, thereafter.
2.	<p><u>Diesel Engine</u> - Engine shall conform to relevant IS/BS specifications and be complete with water cooled radiator, oil pump, diesel (fuel) tank, self-starting motor, batteries of adequate ampere hour capacity for self-starting, air filters, exhaust piping with heavy duty hospital grade silencer, flywheel, fuel and lubricant oil filters etc. The engine shall be capable of developing required BHP at site conditions at 1500 RPM continuous duty. Speed regulation shall be such that from no load to full load, the variation in speed is minimum, say within 5%.</p> <p>Engine shall have following instruments mounted on the engine control panel, besides the starting key/ 'Start' and 'Stop' push buttons.</p> <ul style="list-style-type: none"> • Oil Pressure Gauge • Water Temperature Gauge • Tacho Meter • Hour Meter <p>The capacity of the diesel oil tank shall be sufficient for 8 hours full load operation. The diesel tank shall have external transparent pipe to know the diesel level. There shall be markings on the tank from empty level to full capacity using suitable paint. The intending tenderers shall indicate the make and all the details of the engine they propose to offer, including fuel consumption per HP per hour at full load and at part loads of 60% & 80%.</p> <p>The following safety devices shall be incorporated in the engine.</p> <ul style="list-style-type: none"> • Radiator high temperature cut-out. • Oil pressure failure cut-out.
3.	<p><u>Alternator</u> - The alternator shall conform to IS:4742/1970 and shall be of salient stationary pole revolving armature self-excited self-compensated type and designed for 415 volts, 50 Hz, 3 phase output at 1500 RPM capacity of 100kW at 0.8 pf lag, at site conditions. The regulation shall not be more than 5% over the full load range including the 5% speed regulation of prime mover. The alternator shall be brushless directly coupled to the diesel engine through flexible coupling. The design shall be such that the harmonics are minimum. The power supply terminals including the neutral shall be brought out in a suitable cable entry box as directed.</p>
4	<p><u>Base Plate</u> - The diesel engine and the alternator shall be mounted on a common base plate made out of suitable channel sections with welded joints. Suitable anti-vibration mountings duly approved by Bank's Engineer shall be employed to prevent transmission of vibration to the structure to the maximum extent possible.</p>
5	<p><u>Acoustic Enclosure</u> - The generating sets are housed inside a high quality acoustic enclosure having salient features & constructional features such as :</p> <ul style="list-style-type: none"> • Compact, modular construction and sleek design with low noise level (75 db A) at a distance of 1 meter in open environment. • Soundproof, weatherproof, and environment friendly silent set. • Ready-to-use silent set will be installed on a concrete pedestal/foundation to be provided by the Bank as per the manufacturer's design/requirements.

	<p>The acoustic enclosure is manufactured, powder coated and lined with fire proof acoustic material light resin rock wool as per IS:8518. The material shall be of 48 Kg/m³ density and the layer shall be 75 mm thick covered in the fibre glass sheet and perforate powder coated sheet.</p> <ul style="list-style-type: none"> • Made out of 2 mm thick CRCA sheet, compact sleek design conforming to international standards to provide insertion loss of 25 dbA meeting CPCB/BSPCB norms. • Steel outer construction with heavy duty fabricated base frame and inbuilt fuel tank. • Alternators shall be placed in the hot air outlet and cooling air inlet. • All joints to be sealed with fireproof neoprene gaskets to withstand temperature and pressure at site conditions. • All high temperature exposed surfaces to be insulated by glass wool with aluminium cladding up to the silencer. • Painted with weatherproof, acid proof, heat resistant, powder coated after pre-treatment for degreasing, de-rusting. • Arrangement for illumination. • Adequate ventilation to be provided to meet the air requirements for combustion and heat removal. • Enclosure to be designed and layout of the equipment designed to facilitate easy access to all serviceable parts. • Doors should be gasketed with high quality EPDM gaskets to avoid leakage of sound. • All nuts and bolts, hardware shall be Zinc coated. • In-built fuel tank to be provided with breather, drain plugs for filling & draining diesel from outside the enclosure. • The fuel level gauge to be provided visible from outside the enclosure. • Drain plugs shall be provided outside the enclosure for draining mobile oil. • Battery shall be provided in a tray inside the enclosure.
6	<p><u>AMF control Panel</u>: - The Control panel shall be designed for automatic on mains failure' operation of the generator set. The panel shall be in built design (inside acoustic enclosure) cubicle pattern, fabricated out of 16 SWG. M.S. Sheet treated with anti corrosion and painted with two coats of approved quality shade synthetic enamel paint and appropriate ventilating arrangement. The panel shall be complete with the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> Voltmeter 0-500 V <input type="checkbox"/> <input type="checkbox"/> Selector Switch Voltmeter - OFF/R/Y/B/R <input type="checkbox"/> <input type="checkbox"/> Ammeter 0-200 A <input type="checkbox"/> <input type="checkbox"/> Selector Switch Ammeter - OFF/R/Y/B <input type="checkbox"/> <input type="checkbox"/> Frequency meter (digital) <input type="checkbox"/> <input type="checkbox"/> Set of current transformer of suitable ratio <input type="checkbox"/> <input type="checkbox"/> Built-in boost cum trickle Battery Charger consisting of- <ul style="list-style-type: none"> (a) Transformer/Rectifier (b) DC Ammeter (c) DC Voltmeter (d) Charging rate selector switch <input type="checkbox"/> <input type="checkbox"/> Set of LED lamps for start failure, high temperature trip, low oil pressure, high temperature warning, battery low, load ON/OFF, set ON, R,Y,B etc. <input type="checkbox"/> <input type="checkbox"/> Push buttons to start, stop, reset/alarm acknowledge

	<ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> KWh meter, 3ph, 4W, 415V AC <input type="checkbox"/> <input type="checkbox"/> KW meter, 3 ph, 4W, 415 V AC <input type="checkbox"/> <input type="checkbox"/> Suitable capacity 4P MCCB and 4P Power contactor with overload protection. <input type="checkbox"/> <input type="checkbox"/> AMF relay with necessary protection <input type="checkbox"/> <input type="checkbox"/> One set of rated ampere bus bar with output terminal. <input type="checkbox"/> <input type="checkbox"/> All other electrical/electronic components required for the functioning of the AMF control panel as per manufacturer's design <p><u>Indications/alarm</u></p> <ul style="list-style-type: none"> • Load on generator • Common alarm for engine failure • Set of RYB indicating lamps for generator supply
7	The components used in the fabrication of the panel shall be of high quality/ reliability and shall be of reputed make, the spares of which are readily available in the local market. The design, drawings and the complete panel shall be got approved from the local electrical inspectorate.
8	One set of operating manuals and two sets of control circuit drawing of panel in laminated form for the record purpose shall be provided.
9	<u>Spares and Tools</u> - The tenderers shall submit the list of standard tools and spares to be supplied along with the generating set (without any extra cost).
10	<p><u>Erection</u> - The scope of erection shall include for the supply and erection of the following.</p> <ul style="list-style-type: none"> • The engine and the alternator placed on a common base plate shall be mounted on sufficient numbers of suitable capacity 'cushy foot' or equivalent make anti-vibration mounts on a PCC plinth provided by the Bank. • The diesel tank shall be mounted on a separate angle iron stand, away from the engine or inside the acoustic enclosure as an integral unit and necessary length of fuel piping, complete with end flare nuts etc. shall be supplied and installed. • The batteries shall be mounted on a suitable size angle iron stand, duly painted, and provided with suitable rubber matting. • Four numbers of plate earth stations conforming to IS 3063/1966 with copper earth plates, GI pipe, funnel; CI cover etc. (two for neutral earthing, two for equipment earthing) shall be provided. • A heavy-duty hospital grade type silencer with necessary length of exhaust piping, complete with asbestos lining shall be provided from the engine exhaust complete with long bends, bird screens, etc. along with supports. After all the equipments are erected, they shall be given two coats of approved quality paint as may be required. • Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority for their approval. If required, the contractor shall arrange for inspection of the installations by the competent authorities and the entire installation shall be got certified. Defects, if any, pointed out by the above authorities shall be rectified free of cost. However, any item of work beyond the scope of this work is to be carried out to meet their requirements, the same shall be carried out at mutually agreed extra rates. The fees to the statutory authorities only, if any, payable in this connection will be paid by the Bank.

11	Testing & Commissioning - The DG set shall be tested for proper functioning for a total run of 16 hours at full load at site conditions. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test necessary test report shall be furnished.
12	Foundation: Foundation shall be of PCC type with the ratio of 4:2:1 (4 graded coarse aggregate: 2 sand: 1cement). The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level.

List of Specified Makes

Sr. No.	Equipment	Make
1	Engine	Cummins /Greaves /Leyland /Kirloskar oil engines/ TATA/ Coopers
2	Alternator	Kirloskar Electric /Crompton Greaves /Stamford /NGEF / Leroy Somers
3	Cable	Gloster /Polycab/Finolex
4	Cable gland	Comet/Braco
5	Cable lugs	Siemens/Dowell
6	Energy meter	Jaipur/Havells
7	Voltmeter/Ammeter	AE/Meco
8	CTs	Kappa/Pragati/ECS
9	Battery	Exide/Standard Furukawa/ AmaraRaja /Panasonic

**Tender for
Supply, Installation, Testing & Commissioning of
125 KVA Diesel Generator Set with acoustic enclosure for Bank's Raipur Office**

Technical Particulars

1	Engine	
	Make	
	Model Number	
	Type	
	Type of cooling system	
	Type of silencer	
	Fuel tank capacity	
	Shaft HP at 1500 RPM	
	Type of Governor	
	Fuel consumption at full load/hour	
2	Alternator	
	Make	
	Model Number	
	Frame Size	
	Rated Voltage	
	Capacity in KVA	
	Excitation	
	% Regulation	
	Type of Enclosures	
	Class of insulation for winding	
	Whether brushless or not	
3	Batteries	

	Make	
	Voltage	
	Capacity in Amp.Hours	
	Whether stand included or not	
<u>4</u>	Coupling Type	
	Whether guard provided or not	
	Whether base plate is included or not	
<u>5</u>	- dia of exhaust pipe - thickness of exhaust pipe - thickness and type of insulation	
<u>6</u>	List of tools normally supplied with the engine & alternator, free of cost.	List to be enclosed separately
<u>7</u>	List of spares normally supplied along with the engine & alternator, free of cost.	List to be enclosed separately

Technical Particulars of Acoustic Enclosure

Sr.no	Description	Bank's Specification	Tenderers offer
1	MS Sheet for main enclosure	<i>Minimum 2 mm thick / 1.6 to 2 mm</i>	
2	Details of frame work	ISMC 100	
3	Details of acoustic material		
(a)	Type of wool (foam)	Mineral Rock wool (foam) of equivalent material	
(b)	Density of wool (foam)	48 Kg/Cu.M. (minimum)	
(c)	Thickness of wool (foam)	75 mm (minimum) 50 to 75 mm	
(d)	Type of covering for the outer surface of wool (foam)	R P tissue paper, fibre glass fabric	
(e)	Type of external covering to the acoustic material	MS, GI perforated sheets	
(f)	Gauge of sheet	Minimum 22 gauge	
(g)	Perforation in the sheet	40-60%	
4	Details of doors		
(a)	Number of doors		
(b)	Size of doors	As required	
(c)	Acoustic insulation for doors	Mineral Rock wool (foam) or equivalent material	
(d)	Locking system	Pressure locks from outside and bolts from inside	
5	Type of ventilation	Suitable to keep inside temperature approximately 5-6 deg. above ambient with DG set operating at full load and all doors closed	<i>Not Applicable, as the DG Set would be installed in open area</i>
(a)	No. of fans		
(b)	Type of fans		

(c)	Capacity (CFM)		
(d)	Rating of motors		
6	Approximate reduction in sound level (db) after proposed acoustic treatment.	<i>25 db</i> <i>50 db to 75 db</i>	
7	Whether the sound level After reduction is within the acceptable limits prescribed by Pollution Control or Local Authority.	Yes/No.	

Details of Banker(s)

Sr. No.	Particulars	Details
1	Address	
2	Contact Person	
3	E-mail	
4	Telephone Number	
5	Fax Number	

(Add separate sheet if necessary)

Signature of Tenderer

Date

Details of Similar Works Executed During the Last 5 Years

Sr. No.	Name of the firm with full address and contact numbers/fax etc	Name of work	Value of the work	Completion date	Date of award of work	Status

(Add separate sheet if necessary)

Signature of Tenderer
Date

Tender for

**Supply, Installation, Testing & Commissioning of 125KVA Diesel Generator Set
with
Inbuilt AMF Panel and acoustic enclosure for Sub office RAIPUR**

The tenderers are requested to fill in following particulars:-

Sr. No.	Description	Bank's Terms	Whether acceptable or not
1.	Validity	shall be valid for 90 days from the date of opening of Part I	
2.	Earnest Money Deposit	shall submit DD/BG for Rs 26,000=00 favour of Reserve Bank of India.	
3.	Completion period	90 days from 10th days after the date of award of work order.	
4.	Liquidated damages	0.25% of the contract value per week subject to a maximum of 10% of contract value.	
5.	Guarantee for all equipments	shall furnish guarantee for a period of one year from the date of handing over.	
6.	Service facility	Service facility available at Raipur shall be indicated.	
7.	Retention money	A BG equivalent of EMD and 5% of contract value to be submitted valid for 1 years at the time of signing the agreement.	
8	Terms of payment for	65% of the quoted rate against delivery of materials at site. 30% of the quoted rate on completion of erection, testing, commissioning and handing over. 5% will be retained for one year till the completion of defect liability period.	

9	Insurance	<p>shall include</p> <p>(i) storage, erection, testing policy.</p> <p>(ii) third party liability policy.</p> <p>With limit of Rs.13 Lakhs for the contract period and Rs.2 Lakh per accident</p> <p>(iii) workmen's compensation policy.</p> <p>The above policies shall be valid till the date of handing over of the system.</p>	
10	List of Bankers	To be enclosed along with Part I of the tender, with full postal address and dealing person's name.	
11	List of Clients	To be enclosed along with Part I of the tender, with full postal address and the names of dealing persons.	
12	Name and complete address of manufacturer and their authorised agent in Raipur for - a) <u>Diesel engine</u> : b) <u>Alternator</u> :	<u>Furnish here full address with telephone/fax/email</u>	
Place		Signature of tenderer	

Date

Note - Please indicate Yes/No against the items. If 'No', please indicate the deviation only.

Proforma Of Bank Guarantee

The Regional Director,
Reserve Bank of India
Estate Department,
Raipur

Place
Date

Dear Sir,

Supply, Installation, Testing & Commissioning of 125KVA Diesel Generator Set With acoustic enclosure for Bank's Sub Office Raipur.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Raipur (hereinafter called the 'Bank') has invited tenders for the work Supply, Installation, Testing & Commissioning Of 125 KVA Diesel Generator Set With inbuilt AMF Panel and acoustic enclosure for Bank's Office Building at Raipur (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

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

2.M/s _____, (hereinafter called as tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Bank in respect of the said sum of Rs _____ (Rupees _____ only.)

NOW THIS GUARANTEE WITNESSETH

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

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

b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)

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

d) This guarantee shall remain in force upto _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein

e) Our liability under this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized official.

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

Part-II
Tender for
Supply, Installation, Testing & Commissioning of 125KVA Diesel Generator Set
with
Inbuilt AMF Panel and acoustic enclosure for Regional Office, RAIPUR
Raipur

Schedule of Quantities

Sr. No.	Description	Quantity
1	Supply, installation in position, testing, commissioning and handing over of a diesel generator set of capacity of 125 KVA, 3 phase, 415 volts, 50Hz (100 KW at 0.8 pf lag) complete with diesel engine, water cooled radiator, self-starting device, batteries, battery charger, engine panel, base frame, anti-vibration mounts, diesel tank, acoustic enclosure, power control panel, suitable capacity 4P MCCB with overload protection and all connected accessories including standard set of tools and spares (to be supplied free of cost) complete as described in detailed technical specifications. The amount quoted shall be inclusive of all applicable tax including cost of transport and storage cum erection, Insurance for transit and storage cum erection, Charges for erection, testing and commissioning of the DG set, obtaining approval from statutory authorities if any. The charges shall include cost of consumable like diesel, lubricant oil etc. for testing and commissioning of the set (approx. 16 hours)	One set
2	Providing & laying of 4-core AL-Armored conductor cable of 3.5 Core 185 SQmm size with PVC sheathed of 1100-V grade with all accessories over ceiling /wall in a concealed manner from Distribution panel board to Main Power Supply including all accessories complete as per site requirement & if required partially laying over concrete surface by providing & laying of the same & as directed by Bank's Engineer. Make:- Wire - Poly-cab /CCI/ Finolex	50M
3	Termination of above 3.5 x 185 SQ MM. PVC cable with required materials such as copper lugs, brass gland, insulating tapes, chromium plated nut and bolts etc. complete as directed.	4nos.
4	Cost of providing earth station with copper plates 600 x 600 x 3.14 mm embedded at least at a depth of 10 feet and filling of alternate layers of charcoal and salt and making a 300mm x 300mm chamber (brick masonry) with MS sheet cover, funnel, water pipe including supply & laying of 40 x 3 mm copper earth strip upto the test point as directed etc. as per detailed IS: 3043/1966 amended till date and as directed.	4nos.
5	Supply and fixing of 40 mm x 3 mm copper earth strip with required materials such as brass clamps, screws, spacers and with riveted	40 M

	joints and connections with chromium plated nut and bolts complete as directed (for equipment earthing).	
6	Foundation: Foundation shall be of PCC type with the ratio of 4:2:1 (4graded coarse aggregate: 2 sand: 1cement). The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level.	One job
7.	Non comprehensive AMC charges	Per annum

Place

Signature of
Contractor

Date

Note – No Sales Tax Concession Form will be issued by the Bank. However, the Bank will issue letter if required for submission to local authorities for obtaining only permits.