



Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for **Supply, Installation, Testing and Commissioning of 320 KVA (Cummins - old) Diesel Generator at Bank's Main Office Building, RBI, Bengaluru.** The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi> and the website of the RBI at <https://www.rbi.org.in> under the menu "Tenders".

2. All interested bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

3. The estimated cost of the work is ₹28 lakh (approx.), however the actual amount may vary.

4. The schedule for the e-Tendering process is as under:

A	E-Tender No.	RBI/Bengaluru/Estate/278/20-21/ET/389
B	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of NIT available to parties to download	10.00 am of December 30, 2020
D	Earnest Money Deposit	Rs 56,000/- from all bidders in the form Demand Draft / Bank Guarantee / NEFT to the Bank (details under para " bidding in e-tender)
E	Last date of submission of EMD	12.00 pm of February 05, 2021
F	Start Bid Date	11.00 am of December 30, 2020
G	Last Date of Submission of Eligibility documents	11.00 am on January 20, 2021
H	Date of Pre-Bid Meeting	11.00 AM on January 27, 2021 at Estate Department, Reserve Bank of India, Bengaluru.
I	Last date for submission of DD/NEFT	February 05, 2021 by 12.00 pm
J	Last Date for submission of the tender	February 05, 2021 by 2.00 pm
K	Date of opening of Part I (Technical Bid) of tender	February 05, 2021 at 3.00 pm

5. The Part-II i.e. price bid will be opened on the same day or at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

December 30, 2020

Regional Director
Bangalore

As



**Reserve Bank of India
Estate Department
Bengaluru**

**Tender for Supply, Installation, Testing and Commissioning of
320 KVA Diesel Generator set with Acoustic enclosure and AMF panel at
Bank's Main Office Building at Bengaluru**

Part-I

Name of Tenderer: _____

Address: _____

Date of Pre Bid Meeting : At 11:00 AM on January 27, 2021

Due date and time for Submission of tender : Up to 02:00 PM. on February 05, 2021

Date of opening of Part- I of tender : At 03:00 PM on February 05, 2021

Venue : Reserve Bank of India
Estate Department, Nrupathunga Road
Bengaluru

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU**

NOTICE INVITING E - TENDER

Tender for Supply, Installation, Testing and Commissioning of 320 KVA Diesel Generator set with Acoustic enclosure and AMF panel at Bank's Main Office Building at Bengaluru -E-tender

1. Online Tenders by E-Tendering process are invited for the above work at Bank's Main Office Building, Reserve Bank of India, Bengaluru. The work is estimated to cost Rs.28 lakhs and is to be completed within **four weeks**. 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.

2. All the Pre-Qualification papers along with tender part I duly signed and sealed on all pages shall be uploaded on the MSTC site. Same will be downloaded after bid opening date for examination by the Bank.

3. The Earnest Money Deposit (EMD) in the form of DD/irrevocable Bank Guarantee/proof paid by NEFT shall be submitted in sealed cover addressed by name to **Regional Director, Estate Department, Reserve Bank of India, Bengaluru** so as to reach up to 12:00 PM on February 05, 2021 superscripted as "Supply, Installation, Testing and Commissioning of 320 KVA Diesel Generator set with Acoustic enclosure and AMF panel at Bank's Main Office Building at Bengaluru".

4. Pre-Qualification criteria:

Online tenders will be allowed to view /download to all firms from 11:00 AM of December 30, 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**

(i) The intending tenderers must have minimum 5 years of experience in carrying out Supply, Installation, Testing and Commissioning of 320 KVA Diesel Generator set with Acoustic enclosure and AMF panel work.

(ii) The intending tenderers must have executed successfully similar works as mentioned in para (i) above, during last five years ending November 2020, 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.

(iii) Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by either Bank account statements duly signed and sealed by Bank officials or audited financial statements.

(iv) Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works.

(v) Tenderers should also provide a list of completed works with all the details as per the proforma at [Annexure 'H'](#).

(vi) Should have service setup at the place of proposed work (i.e., Bengaluru) for rendering after sales service.

5. 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. 2017-18, 2018-19 and 2019-20 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.
(i)	Details of Service setup	Address and contact details of the service set up at the place of work (i.e., Bengaluru) for rendering after sales service.

6. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse issuance of tender forms/documents to them.

7. A pre-bid meeting (off-line mode) of the intending tenderers will be held on January 27, 2021 at 11.00 AM at Estate Department, Main Office Building, Reserve Bank of India, Bengaluru. The duly filled in tender documents shall be uploaded on MSTCL site till 2:00 PM on February 05, 2021.

8. Tender forms can be downloaded for viewing from the website www.mstcecommerce.com w.e.f. December 30, 2020 from 11:00 AM.

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

10. Part I of the tenders will be opened on-line at 3:00 PM on February 05, 2021 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.

11. 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 'C'](#) in Part I of the tender.

12. 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.

13. 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
Bengaluru

SCHEDULE OF TENDER (SOT)

a. E-tender No.	RBI/Bengaluru/Estate/278/20-21/ET/389
b. Name of work	Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel at Bank's Main Office Building at Bengaluru
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi) - Guidelines for e-tender has been provided as Annexure - I.
d. Date of NIT available to parties to download	10.00 am on December 30, 2020
e. Earnest Money Deposit	₹ 56,000/- from each bidder
f. Last date of submission of EMD.	12.00 pm on February 05, 2021
g. Pre-Bid Meeting	Offline at Estate Department, Reserve Bank of India, Bengaluru at 11:00 Hrs on January 27, 2021.
h. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	11:00 Hrs on December 30, 2020
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 Hrs on February 05, 2021.
j. Date & time of opening of Tender	Part I (Techno-Commercial Bid) of the tender shall be opened at 15:00 Hrs on February 05, 2021 . If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

Important instructions for E-procurement

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

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC eprocurement 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/eprhome/rbi 1).</p> <p>Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → 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><u>Contact person (RBI):</u></p> <ol style="list-style-type: none">1. Shri M. Venugopal (Assistant Manager, Tech-Elect) 080-22180260 / 98331567142. Shri. Uthra Lakshmi (Assistant Manager) 080-22180272 / 9486247212 <p><u>Contact person (MSTC Ltd):</u></p> <ol style="list-style-type: none">1. Shri. J. Damodaran, Branch Manager 080-22287356 / 9841002253 (jdmodaran@mstcindia.co.in)2. Raveendranath, 76764 560953. Arnab Sarkar 9986036012 <p>Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>B) System Requirement: i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. 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> <p>Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p>Other Settings: Tools => Internet Options => General => Click On Settings under "browsing</p>
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	<p>history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at 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><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE:</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com→ e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to 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>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature</p>

	<p>at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) <input type="checkbox"/> 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. 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>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome 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.



**Reserve Bank of India
Estate Department
Bengaluru**

**Tender for Supply, Installation, Testing and Commissioning of
320 KVA Diesel Generator set with Acoustic enclosure and AMF panel at
Bank's Main Office Building at Bengaluru**

Part-I

Name of Tenderer: _____

Address: _____

Date of Pre Bid Meeting : At 11:00 AM on January 27, 2020
Due date and time for Submission of tender : Up to 02:00 PM. on February 05, 2021
Date of opening of Part- I of tender : At 03:00 PM on February 05, 2021

Venue : Reserve Bank of India
Estate Department, Nrupathunga Road
Bengaluru

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Section I

Form of Tender

Place _____

Date _____

The Regional Director
Reserve Bank of India,
Estate Department
Bengaluru-560 001

Dear Sir / Madam,

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

MEMORANDUM

1	Description of work	Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel at Bank's Main Office Building at Bengaluru
2	Estimated cost	₹28 Lakhs inclusive of GST
3	Earnest Money	₹ 56,000/-
4	Time allowed for completion of work	4 weeks from tenth day of the date of work order.

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or

your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

3.I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹56,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

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

Dated this ___ day of ___ 2020

For and on behalf of M/s

(Signature with seal)

Name _____

Designation: _____

Place _____

Date _____

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

Witnesses

1) Signature with name, address and date _____

(2)
Signature with Name, address and date _____

Section-II
Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India**, No.10/38, Nrupathunga Road, P.B.No.5467, BENGALURU - 560 001, having its Central Office at Mumbai-320001 (hereinafter called "The Bank") on the one part and _____ and India (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of "**Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel in main office building at Reserve Bank of India Main Office Building at Bengaluru**" and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto

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 the 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 Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work of conducting "**Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel in main office building at Reserve Bank of India Main Office Building at Bengaluru**" for ₹ _____/- (Rupees _____ only) 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 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.
7. Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day of the date of issue of work order as provided for in the said Conditions and to complete the entire work **within a period of 4 weeks from the 10th day of date of work order** subject nevertheless to the extension of time granted by the Bank.

All payments by the Bank under this Contract will be made only at Bengaluru.

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

The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. 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.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with Works any person who has not completed eighteen years of age.

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against

i Any claim arising out of third party loss / damage to life or property caused by / during execution of the work.

ii Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

iii Any claim due to non-compliance of applicable PF / Labour laws, ESI Regulations etc.

The contractor shall take Workmen Compensation Policy with Reserve Bank of India as the first name, at their cost, before commencement of the work.

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

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

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

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

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

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

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized

If the contractor is a company.

official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

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

Shri

(Name and designation)

In the presence of
(1)

Address
(2)
Address

Witness

SIGNED AND DELIVERED by
In the presence of
(1)
Address
(2)
Address

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

Witness

THE COMMON SEAL OF

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

(1)
(2)

Directors who have signed these presents in token thereof in the presence of
(1)
(2)

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

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

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

Section-III
Commercial Conditions

1. E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work Supply, installation, testing and commissioning of 320 KVA DG set with acoustic enclosure and AMF panel at Bank's Main Office Building, Bengaluru. E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 14:00 Hrs of February 05, 2021.**

Only those OEMs/ Authorised Dealers who have minimum 5 years' experience in the field of undertaking similar works viz Supply, Installation, Testing and Commissioning of 320KVA or more DG set and associated works for the office buildings/commercial premises/industrial houses and have, during the last 5 years (works completed on or after November 2020), executed successfully similar works individually costing as under

- (a) Three works each costing not less than 40% of Rs 30 Lakh
Or
- (b) Two works each costing not less than 50% of Rs 30 Lakh
Or
- (c) One work costing not less than 80% of Rs 30 Lakh
and
- (d) Have a minimum yearly turn over of 100% of the Rs 30 Lakh during the last 3 years
and
- (e) Have a service set up in Bengaluru for rendering after sales service.

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

2. Copies of detailed work order indicating scope and value of works for indicating the experience.
3. List of completed works with all the details as in the format of [Annexure 'A'](#)
4. Completion certificate obtained from the clients in prescribed format as per [annexure 'B'](#) for qualifying works
5. Proof of remittance of EMD
6. Banker's Certificate as per [Annexure 'C'](#)
7. Audited financial statement for turnover for last 3 years (File name eg: FS1, FS2 etc.)
8. Details of service setup- In the format of [Annexure 'D'](#)
9. Details of technical deviations proposed – As per [Annexure 'E'](#)
10. The particulars/Catalogues and the names of manufacturers of specified item.
11. Details of Bankers as per [Annexure 'F'](#)
12. Copy of Power of Attorney as per [Annexure 'G'](#)
13. Technical details of proposed system as per Section VIII
14. Any other information relevant to the proposed work
- 15. Duly filled and Signed NEFT Mandate form as per [Annexure 'K'](#)**
- 16. Authorization letter from OEM for participation in the tender**

Note (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.

- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

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

17. **Pre-bid meeting:** - A pre-bid meeting will be held at **11:00 Hrs on January 27, 2021** at Estate department, Reserve Bank main office, Bengaluru to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.
18. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format.
19. A tender submitted by a firm who is found to be not submitting the above details will be rejected.
20. Tenders shall be submitted in two parts viz. Part I containing pre-qualification criteria, technical and commercial details of the offer and Part II containing prices only latest by 14:00 Hrs on February 05, 2021. **Part I will be opened at 16:00 Hrs on February 05, 2021.** The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those vendors who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified vendors.
21. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
22. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 14:00 Hrs on February 05, 2021.
23. Vendors are requested to quote base rate for Supply, Installation, Testing and Commissioning of the system **without G.S.T and the same will be added automatically by the system.**

With respect to buyback of old equipment, **vendors are requested to quote rates in positive numbers, exclusive of all taxes like GST,TCS.** (GST at 18 % on the quoted rate and TCS at the rate of 1 % on the buyback value including GST, will be calculated by the system and will be deducted from the capital cost).

Further the AMC rates quoted shall be automatically multiplied by GST and the NPV factor for 9 years excluding one year DLP (7.0476).

Thus the final total amount shown in the system including G.S.T and other applicable taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

24. Earnest Money, Security Deposit & Security during Defect liability period

All tenderers shall deposit Earnest Money of Rs.56,000/- by NEFT in favour of Reserve Bank of India, Bengaluru, from any Scheduled Bank. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format ([Annexure 'E'](#)). The EMD paid by the 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 & submission of Bank Guarantee of 10% of the contract value as Security as mentioned in clause No. 2.11.3.

Beneficiary Name: RBI BENGALURU; NEFT, RBI A/c.No.- 8692299; IFSC Code: RBIS0BGPA01

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

The tenderer shall furnish a **Bank guarantee of 10% of the contract value (i.e., cost of the system excluding any buyback)** as security for due fulfilment of terms and obligation of defects liability period and Performance Bank Guarantee from the date of commissioning and handing over of the works as specified in the tender to the Bank. The amount of Bank Guarantee should be valid for first five years and further five years at 5% of the original contract value (cost of the system) shall have to be submitted for fulfilment of all the terms and obligations of the AMC.

25. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.

26. The rates quoted shall be inclusive of transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

27. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 02 Months from the 10th day of date of issue of work order.

28. Damages for non-completion : If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the cost of work executed per week for the period during which the said works

shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

29. The tenderers shall indicate details of the service centre at Bengaluru, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

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

The equipment supplied shall be guaranteed against all types of defects for a period of 1 year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

31. **Non- comprehensive maintenance service (NCMS) contracts:** The Authorised Dealer/OEM 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.

32. 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.

	Description	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	2 hours	₹1000/- per hour.
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	₹500/- per day

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

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

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

35. 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.

36. Testing of DG system:

DG system shall be tested in the factory/contractor's premises to ascertain the compliance of offered specifications.

Before offering the DG System to the Bank for testing, the firm shall carry out the various tests mentioned in the tender in their factory and forward the copy of those test reports to the Bank alongwith invitation for Bank's testing. All the testing facilities should be available at the time of testing of DG by the Bank's engineers. Satisfactory performance at this stage meeting the prescribed limits will only be construed as acceptance of the DG set. DG set which falls short of prescribed specifications is liable to be rejected.

Further, the DG set shall be tested at the site for proper functioning and performance.

37. Terms of Payment :

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

- (a) **60%** of the quoted rate shall be released, on pro rata instalment basis, after completing all the required documentation, testing of equipment/s in the factory and on delivery of the equipment/s together with other materials and after acceptance by Bank's Engineers.
- (b) Balance **40%** of the quoted rates against erection, testing and commissioning in all respects i.e., satisfaction of the Bank and submission of Performance Bank Guarantee as specified in clause 2.11.3 or agreed to deduct PBG from the bill amount.

(c) Each payment is liable to deduct IT, TDS etc., as the state/central tax laws.

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

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

- Storage, erection, testing and commissioning policy (Contractors All Risk Policy equal to contract value)
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for 100% of contract value and with a limit of Rs.2 lakh per accident.

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

39. The contractors shall upload all technical details of the system along with the tender. The tenderers are requested to use the format given in Section VIII only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

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

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

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IV 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 used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

Fire Safety

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

Section V - The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.
 - a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
 - b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and _____ having its registered office at _____ and shall include its successors and assigns.
 - c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
 - e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
 - f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
 - g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
 - h) "The works" Shall mean Supply, installation, testing and commissioning of 320 KVA DG set with acoustic enclosure and AMF panel at Bank's Main Office Building Bengaluru.
2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction

of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, DG drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the

Contractor shall not within ten days receive such instructions be shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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

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

15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of

rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

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

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

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

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

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

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the

circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

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

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix.

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

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

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

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the

Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

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

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

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

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

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

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

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

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal

or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

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

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

26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the

Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

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

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

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

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

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

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the

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

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

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

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

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

35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after 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 excepted matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover compensation paid to workman

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

38. Abandonment of works

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

39. Return of surplus materials

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

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

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

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

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

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

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

Section VI - Special conditions

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

Section VII- Appendix Hereinbefore Referred

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of award letter.
4.	Period of completion	4 weeks from the 10 th day of work order
5.	Liquidated Damages for delay in completing the work.	0.25 % of the cost of work executed per week subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
7.	Period of honoring interim certificate	1 month
8.	Interest for delayed payment	3 percent per annum

Seal & Signature of Contractor

SECTION VIII

Check List

**Tender for Supply, Installation, Testing and Commissioning of
320 KVA Diesel Generator set with Acoustic enclosure and AMF panel at
Bank's Main Office Building at Bengaluru**

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs. 56,000/- (Rupees: Fifty Thousand only)	
3	Terms of payment	As per tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during CAMC	Quoted rates shall include the cost of Repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and quarterly visit.	
7	Completion period	Four weeks from 10th day of letter of award of work.	
8	Liquidated damages	As mentioned in the tender	
9.	Penalty during warranty & CAMC period	As per clause 2.17 and 2.18 mentioned in the tender	

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

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

Place:

Date:

Contractor

Seal & Signature of

SECTION IX- TECHNICAL SPECIFICATION:

415V Volts, three phases, 320 KVA Prime Rated, 1500 RPM, with inbuilt Radiator Cooled DG set with associated accessories

1.0 DIESEL ENGINE

- a) The diesel engines shall be of the direct injection, four stroke cycles, Radiator cooled, turbo charged with charged air cooled, operating at a nominal speed of 1500 RPM and capable of developing at 100% load with fan power included and coupled to 320 KVA Alternator.
- b) The engine shall meet the current emission norms.
- c) The engine fitments shall include but not be limited to the following: -
 - 1.0 Flexible coupling/Close Coupled alternator and flywheel.
 - 1.1 Dry type air filter with clogged condition indicator (The filter shall be easily approachable for maintenance).
 - 1.2 Radiator inbuilt in the common skid base frame and Engine suitable to run the DG set at 10% overload at an ambient of 50 Degrees centigrade, keeping the acoustic doors in closed condition
 - 1.3 Engine driven fuel pump.
 - 1.4 Engine driven coolant pump.
 - 1.5 Engine driven lubricant Lube oil pump, oil cooler and filter. Also, first fill of oil and coolant need to be supplied.
 - 1.6 Silencers with Hospital Grade.
 - 1.7 12/24 V D.C. Starter and battery charging alternator.
 - 1.8 Microprocessor based monitoring and control system capable of operator interface to the DG set manually and remote start/stop control and shut down fault indication shall be of electronic LCD type displaying Engine and Alternator parameters, compatible for BMS Integration through' RS485Daily fuel service tank as per the **CPCB**, Total altogether with minimum 990 liters capacity (standard integral tank plus auxiliary tank fabricated from M.S. steel sheet with inlet, outlet connections air vent tap, drain plug and level indicator (gauge) M.S. fuel piping from tank to engine with valves, unions, reducers, flexible hose connections and floor mounting pedestals, twin fuel filters and fuel injectors. The location of the tank depends on standards manufacturing design.
- d) The engine speed shall be regulated through **Electronic Governing** system which shall also provide the over speed protection. The AVR should have adjustable V/Hz feature to adjust and obtain best possible block loading capacity

- e) The generator sets shall have the following protection features in built in Controller
Engine Safeties Features and Protection

Low Oil Pressure Warning
High Coolant Temperature Warning
Low Coolant Level (Warning or Shut Down)
Low Oil Pressure Warning
High Coolant Temperature Shut Down
Fail to Crank Shut Down
Cranking Lockout

Over speed Shut Down
Emergency Stop Shut Down
Fault Log for at least Last 5 Faults
Weak Battery Warning

Electrical Safeties Features and Protection

High AC Voltage Protection
Low AC Voltage Protection
Under Frequency Protection
Loss of Excitation
Weak Battery Monitoring Feature

Engine Safety Features

Battery Voltage Monitoring
Coolant Temperature Monitoring
Low Lube Oil Pressure Safety
High Engine Speed Safety
Engine Run Hours

Fault Codes Display

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

Starter Motor Protection

Automatic Speed Dependent Starter disengagement on startup.

ENGINE ACCESSORIES.

The following accessories shall be supplied with the DG set.

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

BATTERY

- a) Battery shall be as per manufacturers standard suitable for three successive starting attempts each of 10 seconds duration with a gap of 5 seconds between successive starts. The AH of batteries shall be as recommended by manufacturer.

2.0 ALTERNATOR

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

IS 4722/ IEC 34 / IS 4889 as amended up to date with Class "H" insulation IP-23 enclosure incorporating the following.

- a) Continuous damper winding.
- b) AVR to be part of the alternator.
- c) Terminal box with both ends of each phase winding brought to terminals.
- d) Single bearing/Double Bearing
- e) Rated Power factor : 0.8(lag)
- f) Rated voltage : 415 Volts
- g) Rated frequency : 50Hz
- h) No. of phases : 3
- i) Enclosure : SPDP
- j) Degree of protection : IP-23
- k) Ventilation : self-ventilated air cooled
- l) Ambient temperature : 40 °c maximum
- m) Insulation class : F/H
- n) Temperature rise : within class F/H limits rated loads
- o) Voltage regulation : +/- 1%
- p) Voltage variation : +/- 5%
- q) Overload duration/capacity :10% for one hour in every 12 hours continuous use
- r) Frequency variation: as defined by Engine Governor (+/-1%)
- s) Type of AVR : Electronic
- t) Type of bearings and lubrication
- u) Arrangement : Anti friction bearings with grease lubrication

Following control system should be available for the Generator set

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

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

Engine Parameters:

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

Alternator Parameters: -

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

Protections:

Engine:

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

Alternator:

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

Local Isolation on Engine standard control Panel: 800 Amp MCCB, 50 KA rating shall be provided.

Specification of Acoustic Enclosure

1. Construction of Acoustic Enclosure

Acoustic enclosure shall be powder coated and fabricated out of minimum 1.6 mm thickness CRCA sheet. The silent canopy shall be of nut bolt type construction. Powder coating is done after surface treatment process of sheet metal. Canopy panel and doors shall have inside lining of Fire Retardant Foam as acoustic material. Hinged doors shall be provided to canopy, one door shall have glass window for control panel.

2. Surface Treatment-Painting

The enclosure surface is pretreated with 7 tank processes and thereafter they are coated with high quality powder and are baked in uniform temperature in conveyor oven.

3. Base Frame

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

4. Fuel Tank

Fuel tank is fabricated out of 2/3mm MS HR sheet integrated with base frame (Detachable) and is fitted with inlet and outlet connections.

5. Silencer

Hospital type Silencer is provided to suppress exhaust noise from the engine to meet CPCB II norms. The silencer and attached exhaust pipe should be properly covered with glass wool insulation and aluminum sheet.

6. Emergency Push Stop Button:

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

7. Performance Parameters

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

Warranty

The DG set shall be guaranteed against faulty workmanship/poor material quality and failures due to the same, for minimum of **12 months** from the date of commissioning. No compromise will be entertained on this clause. **The warranty should be from manufacturer of the engine and alternator** and not by assemblers and any other agency. Certificate / letter for the same from engine manufacturer need to be produced along with tender submission documents.

To ensure timely service backup in case of emergency, it is very essential that manufacturer Service office is available in Bengaluru to ensure timely service, apart from their respective Service Dealers. The tenderer should submit the toll-free number details in India for the engine manufacturer to ensure speedy service support and escalation matrix for service and repair.

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

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

COMPLIANCE STANDARDS

BS 4999/5000 pt99 , VDE 0530 , NEMA MG1-22, IEC 34 , CSA 22.2 , AS 1359 , BSS 5514 , ISO 3046 AND ISO 85

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

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

- The fuel tank must be installed separately with required pipe connections as per standard.
- The fuel level gauge to be provided with a proper scale with a minimum division of 5 liters.
- Drain plugs shall be provided for draining mobile oil.
- Battery shall be provided in a tray
- **Exhaust piping:** All M.S. pipes for exhaust lines shall be conforming to relevant IS. The runs forming part of factory assembly on the engine flexible connections up to exhaust silencer shall be the exhaust piping item. The work include necessary cladding of exhaust pipe work using 50 mm thick loosely bound resin(LBR)mattress/mineral wool/Rockwool, density not less than 120 Kg/m³ and aluminum cladding(0.6 mm thick) for complete portion. The exhaust pipe system includes necessary supports, foundation etc. to avoid any load or stress on turbo charger /exhaust piping.

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, if required.**

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

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

ERECTION -The scope of erection shall include for the supply and erection of the following:-

- The engine and the alternator placed on a common base plate shall be mounted on sufficient numbers of suitable capacity cushy foot or equivalent make anti-vibration mounts inside the acoustic enclosures. **Civil work (foundation etc.) for DG set, AMF panel etc. as required for the above D.G Set. will be made by the Bank. The tenderer should submit foundation drawings.**
- The diesel tank shall be mounted on a separate angle iron stand, away from the engine 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, fixed to the floor and provided with suitable rubber matting.
- Four numbers of plate earth stations conforming to IS-3063/1966 with copper earth plates, GI pipe, funnel; Lockable top cover with MS Chequered plate 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 insulation shall be provided from the engine exhaust complete with long bends, bird screens, etc. along with supports. After all the equipment are erected, they shall be given two coats of approved quality paint as may be required.
- Required sizes mentioned in Unpriced bill of quantity/Part – II and approved make power cabling conforming to the IS/BIS standards shall be done from DG set Alternator terminals to control panel and termination of the same. Also termination of the existing power source and outgoing to Sub power panel shall be done by the Contractor.

- **Tenderer shall be required to install the D.G set at outdoor type space to be shown by the Bank for which Vendors are advised to make site visit before quoting.**

Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings, 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.

AMF POWER CONTROL PANEL- The Control panel shall be designed for automatic on mains failure operation of the generator set. The panel shall be floor standing cubicle pattern, totally enclosed, dust, damp and vermin proof, fabricated out of 16 SWG. M.S. sheet treated with anti-corrosion and painted with two coats of approved quality shade synthetic enamel paint. The panel shall be complete with inter connections, insulators, 2 Nos. earthing lugs and shall incorporate the following: -

- CT operated Digital Multifunction meter with remote monitoring facility.
- Mode Selector Switch OFF/AUTO/MANUAL
- Set of current transformers of suitable ratio
- Built-in boost cum trickle Battery Charger consisting of –
 - a) Transformer/Rectifier
 - b) DC Ammeter
 - c) DC Voltmeter
 - d) Charging rate selector switch
 - e) Hooter
- 800A ACB for Main supply and DG set power supply (microprocessor-based release or equivalent),
- 630 Amps ATS based smooth changeover facility and necessary interlocks.
- Engine shutdown and Alternator protection equipment
 - a. Low lube oil pressure shutdown
 - b. High Coolant temperature shutdown
 - c. Engine overspeed shutdown
- Alternator Protection
 1. Overload
 2. Short Circuit
 3. Earth fault
 4. Overvoltage
- Main supply voltage Monitor with under/over voltage adjustable setting
- Set of control relays
- Set of indicating lamp load on set, load on mains, start failure, high temperature trip, low oil pressure, high temperature warning, battery low.
- Push buttons for start, stop, reset, silence alarm, DG / Mains supply contactors / ATS manual override.

- Toggle switch for hooter ON/OFF
- Microprocessor based Engine Control unit with LAN connectivity and necessary software for remote monitoring and operation.
- Copper busbar of suitable size

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

TESTING & COMMISSIONING - Factory Testing –

First one Hours at 100% load
2nd hour 110% load

The fuel consumption shall be measured at 100% load.

The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceed 5% of the committed value. All other parameters shall be tested as per relevant IS. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of the test, necessary test-report shall be furnished.

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

Insulation resistance test with 1000 V megger with all switchgear in closed position.

- 1) Phase-to-Phase 2.5 MEG. OHMS (Minimum)
- 2) Phase-to-Neutral 1.5 MEG. OHMS (Minimum)

Meters and relay calibrated and tested through secondary injection tests.

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

List of approved Makes

Sr. No.	Equipment	Make
1.	Engine	Cummins/Greaves /Kirloskar oil engines / Caterpillar
2.	Alternator	Kirloskar Electric/Crompton Greaves / Stamford / Caterpillar
3.	Cables/ Control wires	Finolex/ Gloster /Polycab/Universal/ NICCO/ CCI
4.	Cable gland	Comet/Braco/Dowell
5.	Cable lugs	Siemens/Dowell/ Braco
6.	MCCB/ ATS/Contactors / Relays	L&T/ SIEMENS/ ABB / GE
7.	Multifunction meter	L&T/Rishab/GE
8.	Voltmeter/Ammeter	AE/Meco/L&T
9.	CTs	Kappa/Pragati/ECS
10.	Battery	Exide/Panasonic/ Amarraraja

Seal of company & Signature

Annexure 'A' - List of similar works executed during the last 5 years (minimum 02 works)

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

(Attach TDS certificate in case of private companies)

Date

Signature of Tenderer:

Annexure B - Client's Certificate Reg. Performance of Contractor

Name & address of the Client

Details of Works executed by Shri /M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay(indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Signature & Seal of authorized signatory

Annexure – ‘C’ – Format of Banker’s certificate

CARE: To be uploaded along with Part-I of the tender

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2019-2018
2018-2017
2017-2016
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

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

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Annexure – 'D' - Details of Service Set up at the place of work

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

Seal of company & Signature

Annexure 'E' - Schedule of Technical Deviations if any

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

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

Seal of company & Signature

Annexure 'F' - Details of Bankers

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

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

Seal of company

Signature

Name
Designation
Date

Annexure 'G' - FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION/PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for **Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel in main office building at Reserve Bank of India, Bengaluru** including signing and submission of all documents and providing information / responses to Estate Department RBI, Bengaluru representing us in all matters before RBI Bengaluru, and generally dealing with RBI Bengaluru in all matters in connection with our proposal for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure 'H' - Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-320 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Supply, Installation, Testing and Commissioning of 320KVA DG set with acoustic enclosure and AMF panel in main office building at Reserve Bank Of India, Bengaluru** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

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

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

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the **Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel in Main Office Building at Reserve Bank of India, Bengaluru**. The Banks' decision in this regard shall be final and binding.

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

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

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

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

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not

discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

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

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

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

Bank Manager
(Banker's seal)

Annexure 'J' - Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional Director
Reserve Bank of India
16, Rajaji salai
Bengaluru- 600 001

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing and Commissioning of 320 KVA DG set with acoustic enclosure and AMF panel in main office building at Reserve Bank of India, Bengaluru** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR_____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force

after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore

given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

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

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

For & on behalf of

(For & on behalf of the above named Bank)

(Banker's Name & Seal)

BRANCH MANAGER (Banker's
Seal with Address)

Annexure 'K' - ECS/ NEFT MANDATE FORM
(Mandate for receiving payments through ECS /NEFT from RBI, Bengaluru)

All entries should be filled in neatly and legibly in Capital letters

Details of the Vendor											
1	Name of the Vendor										
2	Address of the Vendor										
3	Email ID of the Vendor										
4	Phone Number										
5	Mobile Number	0									
6	Contact Person										

PAN and GSTIN Details			
PAN.		PAN Card Holder Name	
GSTIN No.			

Bank account particulars of the Vendor											
1	Name of the Bank										
2	Name of the Branch										
3	Address of the Bank Branch										
4	IFS Code (11 digits)										
5	MICR Code (9 digits)										
6	Bank account type (SB-10/ CA-11 / CC - 13)										
7	Core Banking Account No.										

Please enclose the undernoted documents in support of the details mentioned above

- (1) a blank cancelled CTS-cheque
- (2) Photocopy of your PAN card
- (3) Proof of GST registration

Declaration

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, then I would not hold the Reserve Bank of India responsible.

Date _____
Place _____

Signature of the Vendor/ Account holder

Vendor Common Seal

The Mail ID of Estate Depart : estatebangalore@rbi.org.in

**Reserve Bank of India
Estate department
Bengaluru**

Tender for Supply, installation, testing and commissioning of 320 KVA DG set with acoustic enclosure and AMF panel at Bank's Main Office Building, Bengaluru.

Un-Priced Bid

Sr. No.	Description	Qty	Rate	Amount
1	<p>Design, Supply, installation in position, testing, commissioning and handing over of a silent diesel generator set of capacity of 320 KVA (with acoustic enclosure as per latest Govt norms) as per latest detailed specification and CPCB norms, 3 phase, 415 volts, 50Hz complete with diesel engine, alternator ,water cooled radiator, self starting device, hospital grade silencer with insulation ,batteries with connecting copper wires, battery charger, engine panel, base frame, anti-vibration mounts, diesel tank with required MS structure and level indicator 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 following:</p> <p>(a) Basic rate b) GST (c) Any other duty, levies etc. (d) Cost of transport and storage cum erection (e) Insurance for transit and storage cum erection (f) Charges for erection, testing and commissioning of the DG set, including obtaining approval from statutory authorities. (g)Cost of consumables like diesel, lubricant oil etc. for testing and commissioning of the New DG set (approx. 2 hours on full load at factory testing and 2 hours at site only)</p>	1set		

2	<p>Micro-Processor based AMF Control Panel: - The Micro-Processor based control panel shall be designed for automatic on main failure and changeover operation of the generator set. The control panel shall be made of 14 & 16 SWG sheet steel mounted on a channel frame , floor mounting, free standing ,dust proof ,cubical type front operated etc. It shall be provided with multi-functional meter (3 line), 2 nos 800 Amps ACB 4 pole, 1 Nos 630 Amps 4 pole ATS with all protective devices, current transformers with suitable ratio for metering and protection, LED type indicating lamps, control MCBs, with necessary bus extension for termination DG Cable etc.</p> <p>The panel shall be equipped with tinned copper bus bars of suitable size, duly provided with heat shrink PVC sleeves mounted on suitable support insulators. Separate bus bars for incoming and outgoing with cable entry at bottom of panel with removable gland plate separately for incoming and outgoing cables, panel lifting hooks, base frame etc.</p> <p>Battery charger comprising of inbuilt SMPS</p> <p>a. DC Ammeter b) DC Voltmeter</p>	1set		
A	GRAND TOTAL (RS.)			
B	Less buyback for dismantling and taking away existing old 320 KVA DG set without acoustic enclosure and its control panel and cables from alternator to engine control panel and AMF, diesel tank and its pump set including its piping on is where is basis.	1set		
C	Total amount including buyback (Rs.) (A-B)			
D	Non Comprehensive AMC: Non comprehensive maintenance charges with full responsibility of carrying out repair to keep the DG set in fully operational condition for a period of 09 years, after expiry of 1 year of DLP. AMC should cover DG Set and AMF panel.	1 set		

Seal & Signature of the firm _____