



भारतीय रिजर्व बैंक
संपदा विभाग, कानपुर

Notice Inviting Tender

Reserve Bank of India, Kanpur invites **E-Tender Partwise (in Part-I & Part-II)** for **“Design, Supply, Installation, Testing and Commissioning (DSITC) of 125KVA Diesel Generator Set with acoustic enclosure and AMF panel at Kidwai Nagar Staff Quarters (KNSQ) RBI Kanpur”**. The tendering would be done through the e-Tendering portal of MSTC Ltd. (www.mstcecommerce.com/eprocn/). All empanelled & eligible Electrical contractors/agencies/firms of the Bank must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

i.	e-Tender no	RBI/Kanpur Regional Office/Estate/4/25-26 /ET/ 521
ii.	Mode of Tender	e-Procurement System (Online Part I –Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/)
iii.	Tender Value	Estimated Capital cost- ₹ 25,00,000/-
iv.	Date of NIT available to parties to download	October 06, 2025 onwards
v.	Earnest Money Deposit	₹ 50,000 /- from each bidder to be deposited to Bank's account no. 186003001 IFSC RBIS0KNPA01 , (Please read 0 as zero) through NEFT before last date of submission of tender and its proof of remittance shall be sent to estatekanpur@rbi.org.in .
vi.	Pre Bid Meeting	Offline: 11:00 AM on November 03, 2025 Venue: Estate Department Reserve Bank of India, Kanpur.
vii.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	November 05, 2025 onwards
viii.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 03:00 PM on November 17, 2025

ix.	Date & time of opening of Tender Part I	From 03:00 PM on November 17, 2025
x.	Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

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

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 thereof.

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the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India
Kanpur



**Reserve Bank of India
Estate Department, Kanpur**

**E-Tender
for**

**E-tender: E-Tender for Design, Supply, Installation, Testing and Commissioning of
125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's
residential colony Kidwai Nagar, Kanpur**

Part I

Name of Tenderer _____

Address _____

Date of Pre Bid Meeting (offline) November 03, 2025 at 11:00 Hrs.

Due date of submission of tender: November 17, 2025 up to 15:00 Hrs

Due date of opening of Part I of the Tender: November 17, 2025 at 15:00 Hrs

Venue: 2nd Floor, Estate Department
Reserve Bank of India,
The Mall,
Kanpur -208001

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Schedule of Tender

i.	e-Tender no	RBI/Kanpur Regional Office/Estate/4/25-26/ET/521
ii.	Mode of Tender	e-Procurement System (Online Part I –Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eproc/)
iii.	Tender Value	Estimated cost of work- ₹ 25 lacs (inclusive of all)
iv.	Date of NIT available to parties to download	October 06, 2025 onwards
v.	Earnest Money Deposit	₹50,000/- from each bidder to be deposited to Bank's account no. 186003001 IFSC RBIS0KNPA01 , (Please read 0 as zero) through NEFT before last date of submission of tender and its proof of remittance shall be sent to estatekanpur@rbi.org.in .
vi.	Pre Bid Meeting	11:00 AM on November 03, 2025, at Estate Department Reserve Bank of India, Kanpur.
vii.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc/	11:00 AM of November 05, 2025 onwards
viii.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 03:00 PM on November 17, 2025
ix.	Date & time of opening of Tender Part I	At 03:00 PM on November 17, 2025
x.	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 their online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC E-Commerce (mstcecommerce.com)) (Version 3)

- 1) Vendors are required to register themselves online at [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC E-Commerce (mstcecommerce.com)) as Vendor by filling up details and creating own user id and password→ Submit.
- 2) Vendors will receive a system-generated mail confirming their registration in their email, which has been provided while filling the registration form
- 3) For further details, go to Download Guide / Visual / Registration Guide In case of any clarification, please contact MSTC, (before the scheduled time of the e- tender).

Contact person (MSTC):

(Availability : 10 AM to 5:30 PM on all working days for all technical issues relating to e-Auction, e-Tenders, System Settings etc.)

- I) NRO helpdesk- 01123212357, 01123215163, 01123217850;
email: mstcnro@mstcindia.co.in
- II) HO Central Help Desk: :07969066600
Email- helpdesk@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)
- III) Abhishek Chaudhary -9662042884

Contact person (RBI):

(Availability : 09:30 AM to 5:30 PM on all working days)

1. Mrs. Mansi Jain, A.M (Electrical, Estate Department)
(mansij@rbi.org.in Mob:7665538104)
2. Mr. Shivam Sen, A.M.
shivamsen@rbi.org.in Mob: 9691600103
3. Shri. Aviral Shukla, (J.E. (Electrical), Estate Department)
(aviralshukla@rbi.org.in Mob:9643084204)

4. Shri Akshat Sharma (Assistant, Estate Department)
(akshatsharma@rbi.org.in) Mob: 7696539728

B) System Requirements:

- I. Windows XP-SP3 & above/Windows 7 Operating System
- II. IE-7 and above Internet browser.
- III. Signing type digital signature
- IV. JRE 7 update 9 and above software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode If enabled i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings: Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page at [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC E-Commerce (mstcecommerce.com)))

For more details, vendor may refer to the Registration Guide and FAQ available at [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC E-Commerce (mstcecommerce.com))

C) Process of e-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC E-Commerce (mstcecommerce.com))
2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity
3. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.
4. Part II Price bid will be opened electronically of only those bidder(s) whose Part I TechnoCommercial Bid is found to be Techno-Commercially acceptable by the Bank. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

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. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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

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 Email ID 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).

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

Bidding in e-tender:

- a) **Earnest Money Deposit** shall be remitted to Bank Account of Reserve Bank of India, Kanpur. The account details for NEFT/RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

Account Name: Reserve Bank of India Kanpur

Account type : Current Account

Account No : 186003001

IFSC Code: RBIS0KNPA01 , (Please read 0 as zero)

Remarks: SITC of DG sets in KNSQ, Kanpur

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatekanpur@rbi.org.in.

A tender which is not accompanied by such EMD will not be considered. Scanned copy of EMD shall be uploaded in MSTC site.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website [MSTC E-Commerce \(mstcecommerce.com\)](http://MSTC_E-Commerce(mstcecommerce.com))
- d) The vendor should have 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, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids

- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 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.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) **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.
- n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) 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 reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page [MSTC E-Commerce \(mstcecommerce.com\)](https://mstcecommerce.com) to familiarize them with the system before bidding.

Vendors are requested to quote rate including GST for each item as specified in the portal. No change in quoted rates will be accepted.

MSTC portal will be available for uploading documents and rates from Date November 05, 2025 (From 11:00 AM) to Date November 17, 2025 (before 03: 00 PM).

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Section -I
Form of Tender

Place _____

Date _____

The Regional Director
Reserve Bank of India
Estate Department,
Kanpur, UP-208001
Madam / Dear Sir

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

MEMORANDUM

(a)	Description of works	:	E-tender: E-Tender for Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar , Kanpur
(b)	Estimated cost of work	:	₹ 25 lacs (inclusive of all)
(c)	Earnest Money	:	₹ 50,000/- (to be deposited by all the tenderers)
(d)	Performance Bank Guarantee	:	As per relevant tender clause
(e)	Percentage to be deducted from bills	:	As per relevant tender clause

(f)	Time allowed for completion of the work	:	75 days from 14 th day of date of letter of award of work
(f)	Liquidity Damages		0.25% per week subjected to maximum 10% of the contract value

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-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 e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.
5. We have deposited a sum of **50,000 /- through NEFT** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract within the prescribed time limit when called upon to do so, or withdraws the bid after opening the commercial bid we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is submitted in two parts in separate sealed envelopes on MSTC portal. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2025.

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
Details of Tenderers

A. Particulars of Firm:

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer /System Integrator	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Mobile Nos:	

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Prequalification Criteria:

Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
	His/her Mobile No.:			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for:			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
10	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

D. Please also provide following details with supporting documents as per prequalification criteria:

1	Work experience in years (please submit old work order of any amount at least 5 years from the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2024-25	
	(b) 2023-24	
	(c) 2022-23	

E. Service set up details in Kanpur/Lucknow division–

Signature of Tenderer with stamp/Date

Section III
Commercial and General Conditions of Contract

3.1 E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/system integrators for the work of **E-Tender for Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar , Kanpur**

3.1.1 Online tenders will be allowed to view /download to all firms from October 06, 2025. **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**

3.1.2 Eligibility Criteria -Prequalifying documents

- i) Should be an Original Equipment Manufacturer (OEM)/ authorized dealer of the equipment.
AND
Work Experience: The intending tenderer must have minimum 5 years of experience in carrying out similar type of work viz. Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar, Kanpur
- ii) Any one work order of said work completed on or before 31st July 2020.
AND
- iii) **Qualifying criteria:** The intending tenderer must and have executed successfully similar works viz. Supply, installation, testing, commissioning of Diesel Generator sets during last five years ending individually costing as under (works completed on or after on 31st July 2020) of value as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
OR
 - b) Two works each costing not less than the amount equal to 50% of the estimated cost
OR
 - c) One work costing not less than the amount equal to 80% of the estimated cost
AND
- iv) **Turnover:** Minimum yearly turnover of 100% of the estimated cost during last 3 financial years supported by audited financial statements
AND.
- v) Should have solvency certificate of value equal to estimated Cost of work
AND
- vi) Should have service setup through their authorized dealer at Kanpur/Lucknow division for rendering after sales service

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

- **Completion certificate and copy of work order to determine work experience criteria**
- **Copies of detailed work order with completion certificates indicating scope and value of qualifying works along with client certificate.**
- **A certificate issued by Chartered Accountant indicating turnover for last three years along with the audited Financial statement for the same period.**

- **Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount equal to estimated cost of the work.**
- **Proof for service set up at mentioned location such as Electricity bill/Telephone bill/ Rent Agreement etc. along with authorization letter (if applicable) In case of system integrator, all of the above documents on name of system integrator shall be submitted by the system integrator.**
- **Duly filled, stamped and signed Part 1 of the tender (All pages) and corrigendum if any (All pages)**

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

Note: The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected.

3.1.3 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively on MSTC portal. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post-scripts, additions and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures.

Tenderers are advised to submit e-Tender on MSTC website (www.mstcecommerce.com) If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.1.4 Intending tenderers shall pay as earnest money NEFT (refer Section I) to Reserve Bank of India, Kanpur. Tender without EMD (as applicable) will not be accepted. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. The earnest money of successful tenderer will be returned as per clause 3.12.

EMD shall be forfeited if the Bidder:

- i. makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
- ii. Withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
- iii. Has been blacklisted by any Government agency and the blacklisting is still in force.
- iv. If bidder fails to complete the work.

- 3.2 **Pre-Bid Meeting:** A pre-tender briefing meeting of the intending tenderers will be held at 11:00 hours on November 03, 2025 in Estate Department, Reserve Bank of India, Kanpur to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).
- 3.3 The E-Tender should be submitted / uploaded till 3:00 PM on November 17, 2025. No tender will be received/accepted after 3:00 PM on November 17, 2025, under any circumstances whatsoever.
- 3.4 On receipt of intimation from the Bank of the acceptance of his / their e-Tender, the successful Tenderer shall be bound to implement the contract and **within fourteen days thereof**. The successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding contract between the Reserve Bank of India and the person so Tendering whether such formal agreement is or is not subsequently executed.

Part I – Technical & Commercial

- 3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests, and inspection, makes of materials, technical description, drawings etc.
- 3.5.2 Part I of the tender **having EMD submission receipt and Pre-Qualification documents** of the e-Tender to be uploaded in MSTC portal shall contain the following over and above the documents mentioned elsewhere in this tender document:
- a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the e-Tender documents.
 - b) List of deviation, if any, in commercial/technical specification.
 - c) Detailed proposed full equipment details, relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered
 - d) A letter from the OEM, authorizing the bidder to participate in the e-Tender along with a copy of the agreement with the OEM as regards to implementation of similar projects in India and their after sales service (applicable only if bidder is an authorized dealer or system integrator)
 - e) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.

- f) Technical data sheet as given under Section IX shall be filled up giving full information.
- g) Other Certificates / Declarations as per [Annexures \(A-J\)](#) enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from the clients in the attached format, for whom similar works is executed) and Banker's certificate as per the sample format given in annexures

3.5.3 Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.

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

3.5.5 The e-Tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party about design or any part of the system, if applicable.

3.5.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Kanpur.**

3.6 **Part II - Price**

Part II – “Price bid”, supplied along with the e-Tender.

- a. This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be considered and will be treated as null and void.
- b. If any of the documents is missing or unsigned, the e-Tender may be considered invalid by the Bank in its discretion.
- c. All erasures and alterations made while filling the e-Tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the e-Tender void at the Bank's option.
- d. No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- e. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- f. The rates quoted shall be firm and shall not be subjected to variations in exchange variation in labour, transport. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen

compensation & 3rd party liability policies, erection etc. No concessional form for any levies will be issued by the Bank. Similarly, no import license will be issued by the Bank.

- g. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Kanpur and will be in Indian rupees only.

3.7 Tenderers are advised to quote strictly as per Schedule of Quantity. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account

3.8 Opening of e- Tender

Part I of the e-Tenders will be opened online on November 17, 2025 at 1500 hrs. Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- Supply, Installation, Testing and Commissioning of CPCB IV+ Diesel generator sets with acoustic enclosure at Kidwai Nagar Staff quarters of RBI Kanpur.
- Delivery of material to Bank's site including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site
- **Dismantling and removal of old DG set (40 KVA) from the pump room and taking away the material as buyback. The work shall include removal of tin shade over the pump room and refixing it, after removal of old DG set.**
- The designated location for placing of DG set is garden area adjacent to pump room of the colony. **All associated civil works including necessary excavation, providing foundation /raised platform (minimum height 2 feet above ground level) that can sustain DG set weight and as per the site requirement etc., providing the exhaust pipe with proper support to a height as per CPWD / pollution control board norms, trench for fuel line & cable, making of opening in walls or in floors and restoring them to their original condition/ finish and necessary grouting etc. as required. shall also be included in the quoted rate.**
- SITC of AMF panel of suitable rating along with associated cabling work for the above DG set in pump room area or as designated by Bank's engineer.

- Supply and laying of power cables and their terminations.
- Providing and testing of earthing pits as per standards.
- Providing **all-inclusive non comprehensive including all spares**, etc. **during defect liability period** of one year from the date of handing over of the system and **subsequent Non-comprehensive Annual Maintenance Contract for the committed period of 9 years (minimum)**, to the Bank. The non-comprehensive maintenance service shall be provided by the firm includes monthly servicing and inspection charges and all labor charges for installation of spares of the said DG set. Spares shall be purchased by the bank on separate costs .
- Removal of debris, sand, left over material, cover paper; plastic etc., will be part of scope of the work of the bidder.
- Clearance/ Approval of the complete installation from CPCB/ State Pollution Control Board, Central Electricity Authority (CEA)/ Local Bodies and other licensing authorities, wherever required. Bank will make payment for any statutory payment on production of evidences.
- All electrical work ,neutral earthing, body earthing, required for engine & alternator, control panel, and control wiring including loop earthing etc.
- Painting of all exposed metal surfaces of equipment and components with appropriate colour.
- Any other work, related to but not mentioned above, required for completion of the job will be under the scope of work of contract.

3.9.3 The Tenderer should complete technical details while submitting the tender

3.9.4 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9.5 Tenderer shall supply all tools, plants, scaffolding, labor and consumables etc. as required for installation, testing and commissioning of the system.

3.9.6 The works may be carried out in extended hours if required for timely completion with prior permission of bank and no extra claim is admissible in this regard.

3.10 Validity of e-Tender

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

3.11 Lowest e-Tender not necessarily to be accepted

3.11.1 The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.

3.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank may elect to modify/withdraw the e-Tender.

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

3.12.1 Earnest Money-

All Tenderers shall deposit Earnest Money (as applicable) of **50,000 /-** through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at estatekanpur@rbi.org.in **before November 17, 2025 of last date of submission of e-tender.**

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. The EMD of unsuccessful tenderer shall be released on acceptance of the tender. For the contractor to whom the work is awarded, the EMD will be released after submission of PBG as mentioned in clause 3.12.3.

3.12.2 **Retention money** of 5% of bill value shall be deducted from each RA bill of the contractor till the total recovery amounts to 5% of contract value as security deposit that shall be returned after successful completion of Defect liability period.

3.12.3 **Performance Bank Guarantee-** On award of contract, the successful tenderer shall furnish an amount equal to **5% (five percent) of the contract value** (*the Contract value mentioned in this document means the total value of work, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank **or amount equivalent to PBG through online mode (NEFT / RTGS)**, which shall be submitted within **fourteen** days of the date of award of work towards security deposit for the due fulfilment of the contract.. **The said PBG shall remain be valid during entire currency of contract (execution period, DLP and AMC period).** In case of any delay in submission of the PBG or amount equivalent to PBG, penalty will be deducted from the bills of the contractor at Bank rate. RBI Kanpur has the right to invoke the PBG to compensate any fault/ penalty/ lapse in services by the contractor.

3.13 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows:

- (a) 60% of the contract value released, on pro rata instalment basis after-
 - Delivery of equipment (complete material of DG set) together with AMF panel, cables, earthing material etc. on site.
 - Test report for successful testing of equipment/s acceptance.

- contractor's certificate that all components, parts, sub systems, consumables, etc. for successful installation, commissioning and testing of the systems have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank
 - Bank Guarantee as per tender clause.
 - Insurance policies
- (b) 35% of the quoted rate against erection, testing, commissioning and handing over of the DG to the Bank including submission of statutory approvals, if any.
- (c) 5% of the amount shall be kept as retention money/security deposit that shall be released after end of 1 year of DLP.
- (d) Payment is liable to deduct GST/IT/TDS as per the state Law if applicable.

3.14 Taxes: The prices quoted shall be deemed to include GST. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall, before commencement of the works, submit requisite insurance 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 copy of policy and receipts for the premium with the employer preferably within **fourteen days from the date of award of work or before dispatch of material at site, whichever is earlier.**

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, before commencement of work, 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.

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor working at site.**
- **Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2.50 lakh per accident.**

3.16 **Completion Period**

3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued.

3.16.2 **Damages for non-completion**

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages at the rate **0.25% of contract amount per week** for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

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

3.17. **Defect Liability Period (DLP)**

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 **at least quarterly inspections or** earlier of DG sets including control panels as prescribed by the manufacturer and as mutually agreed to during this period as well as attending any number of breakdown calls. **The cost of any spares including control panel/AMF panel accessories or consumables including batteries shall be borne by the contractor during this warranty period.** Bank will not provide any assistance in the form of men/material during the currency of the guarantee period.

3.18 **Non-comprehensive Annual Maintenance Contract**

The contractor/system integrator shall furnish an undertaking that they will provide spares and support and maintain the system satisfactorily for a minimum period **of 9 years** from the date of expiry of the Defect Liability Period (DLP). **After completion of first year of AMC, the contract rate shall be renewed annually based on the formula given the tender. The charges for non-comprehensive annual maintenance contract shall include all labor charges,**

supervisory charges, overhauling labour charges towards all equipment including Engine, Alternator & standard panel, AMF panel but without cost of spares. During the maintenance service contract, the firm should arrange for routine maintenance, servicing and inspection on all equipment as mentioned above **on monthly basis** and submit a report to the Bank regarding the health of the equipment along with recommendation, if any as prescribed by the manufacturer as well as attending any number of breakdown calls.

These rates shall remain firm for the first year of AMC & these charges will also be considered while evaluating tender as prescribed in the section "evaluation of tenders". Further renewal amount for the AMC shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} \left(50 \times \frac{MP_C}{MP_P} + 50 \times \frac{WI_C}{WI_P} \right)$$

A_C = The contract amount for the current year.

A_P = The contract amount for the previous year.

MP_C = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.

MP_P = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.

WI_C = Consumer Price Index for industrial workers (Kanpur) 6 months prior to commencement date of contract for the current year.

WI_P = Consumer Price Index for industrial workers (Kanpur) 6 months prior to commencement date of contract for the previous year.

C) Scope of works during non -comprehensive AMC

The scope of work shall include the following:

- a) For attending preventive and breakdown call, contractor shall depute the trained professionals in the field of the said work directly employed by them and work will be supervised by Bank's Officials. For attending the breakdown calls after the office hours or on holidays, the contractor shall arrange to rectify the defects within stipulated hours after registering the complaint through e-mail or telephone.
- b) All necessary tools required to carry out servicing shall be included by the contractor within the quoted rates.
- c) At the time of servicing, if any defects or deficiency is found in the equipment/ machines, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken.

- d) The firm needs to inform the bank the various checks (B check etc.) as and when such checks become due and as per OEM recommendations.
- e) Any need for modification/ replacement of component of the system, depending on the obsolescence of technology will be decided on mutual consent and based on the documentary evidence of technology obsolescence to be provided by the firm along with the proposal for renovation/ modification. However, the firm will continue to provide AMC service irrespective of the modification / renovation for the committed period. It is also to be noted that, fundamental specification of the system shall remain same.
- f) **The Major/critical components (five C components) like Crankshaft, Camshaft, Cylinder Head, Cylinder Block and Connection rod should carry warranty for 5 years/5000 running hours, whichever earlier, from the date of sales(not before 2 months from the date of installation at site). The warranty should be from manufacturer of the engine and alternator and not by assemblers or any other agency. During this warranty period, these components shall be replaced free of cost by the firm/OEM. (Certificate / letter for the same from engine manufacturer need to be produced along with tender submission documents.)**
- g) Non-Comprehensive annual maintenance service to be carried out on **monthly basis**, however, its service charges shall be **paid on quarterly basis** on rendering satisfactory service and on submission of service reports duly signed by Bank's authorized representative.
- h) **Non comprehensive AMC shall include maintenance services related to DG sets (including its all components like control cable, circuit wiring etc.), AMF panel, and local control Panel.**
- i) In order to ensure timely service backup in case of emergency, it is very essential that manufacturer Service office is available in Kanpur/ Lucknow division 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.

d) Penalty for delay in service during defect liability period (DLP) and AMC period:-

🚦 During the currency of the Annual Maintenance Service Contract or DLP contract, all care shall be taken so that the downtime of the units is minimized. In case of failure of attending the complaint within stipulated time, the penalty shall be imposed as per the amount given below subject to maximum 100% of the annual maintenance charges -

		Complaint attending time	Penalty
(a)	Not attending the defect /complaint on receiving the complaint either through telephone or email	4 hours	Rs 100/- per hour of delay

(b)	If mandatory monthly service is not done		Rs 2,000/- per service from payable dues
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In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor to be recovered from payable dues.. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory

3.19 Packing and Dispatch

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

3.20 Signing of Contract Agreement

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

- i. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- ii. The e-Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the e-Tender may be rejected.
- iii. On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to **implement the Contract and within fourteen days thereof**, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.
- iv. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.21 Right to Accept Part e-Tender: The Bank reserves the right to accept the e-Tender either in whole or in part at the same prices quoted by the Tenderer.

3.22 Evaluation of e-Tender

- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of total cost of the work and considering the effect of rates quoted for non-comprehensive service contract for a period of 9 years after the expiry of one year of defect liability / guarantee period.
- Tenderers offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the said System having 10 years of useful service life. The said NPV shall comprise:

1.	Cost of total work	Say (A)
2.	Rebate for buyback of material	Say(B)
3.	Non-comprehensive annual maintenance contract for one year after one year of defect liability period.	Say (C)
	NPV of non-comprehensive annual maintenance Service contract charges for the period of 9 years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF) for working out NPV of AMC for 9 years after (1 year guarantee period) shall be</i> Note: AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender	
4.	Net Present Value (NPV) of Owning system	$D=A -B+(C*X)$ $X=7.465$
5.	The work will be awarded for the lowest value of total cost of ownership as calculated at (D)above.	

Total Cost of Ownership = Cost of work -Buyback + 7.465*AMC Rate (one year)

3.23 Sufficiency of Schedule of Quantities

- The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.
- The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted. Any rate on account of it shall be included in the tender itself.
- The rates quoted in the e-Tender shall include all charges for scaffoldings, watching and lighting by night, guarding and protecting hoist way as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove

any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.24 Language: The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English language.

3.25. Other Issues-

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

3.26. The Tenderer are requested to examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of e-Tender.

3.27. **Factory Inspection at Site-** Before dispatching the equipment to site, **at the discretion of Bank**, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender document.

The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.28 The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector. The contractor shall provide, without any extra charge, all materials, tools, labor and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.29. **Consequence of rejection:** If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with

specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.
- iv) Bank's Engineer decision as to rejection final: - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30. Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

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

3.32. Labor License: The contractor shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). and fulfil all statutory requirements if applicable. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labor laws.

3.33. The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

3.34 **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case

no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

3.35 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.

3.36 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.

- 3.37 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 otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
- 3.38 Return of surplus materials**-Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.
- 3.39 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.
- 3.40 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.
- 3.41 Sexual harassment clause-**
- 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.

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

3.43 The clauses 40,41 & 42 will be part of agreement during DLP also.

3.44 Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future

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

Date: Signature of the firm

Place: (By a person holding the Authority/Power of attorney)

SECTION IV

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labor 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 meter.
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. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint. 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. 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.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Tenderer.

SECTION V

The Conditions Herein before 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 Fully automatic Organic waste converter For Bank's office premises and two numbers of residential colonies at Kanpur

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any

public office all fees that may be properly chargeable-in respect of the works and lodge the receipts with the Employer.

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant General 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 authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority

or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

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

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

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

18. Unfixed materials when considered 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 during defects liability period 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 or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof. The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

1. Contractor's All Risk Policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: Rs. 10,00,000/- per annum
Rs.2,50,000/- per occurrence

25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the**

contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from the day of award of 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 entitled to such extension of time for completion as deems fit.

26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the 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 major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of the

work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

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

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

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or

- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

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

given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

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

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

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of 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 3.34 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

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

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

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

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 clause

- 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.
43. The clauses 41 & 42 will be part of agreement during AMC also.
44. **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement
45. Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future

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

Place

Date

Seal and signature of contractor

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	3 months from the date of final commissioning.
3.	Date of commencement	14th day from the date of work order
4.	Period of completion	75 days from the 14th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate	50% of the contract value
7	Period of honoring bill	1 month for running bill after submission of necessary documents and 3 months for final bill from the date of final measurement and submission of bill

Place

Date

Seal and signature of contractor

SECTION VI
Commercial Checklist

S.N.	Description	Bank's terms	Whether acceptable to the tenderer (indicate YES or NO)
1.	Validity	90 days from the date of opening Part I.	
2.	EMD	Rs 50,000 /-	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	75 days from 14th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Defect liability period	12 months from the date of issue of virtual completion certificate.	
7	Penalty during warranty/AMC period	As per clause 3.18 of part I of tender	
8	Defect liability Period	One year from the date of virtual completion.	
9	Terms of payment	As per tender terms and conditions	
10	Insurance	Shall include for 1. Contractor All Risk Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions	
11	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after opening price bid.	
14	Retention Money	As per Section 3.12	
15.	Performance Bank guarantee	As per section 3.12	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section VII

a) Technical Specifications / Bank's Requirements

(a) TECHNICAL SPECIFICATION FOR 125 KVA DG SET DG Set Rating:

Rating- 415V Volts, three phases ,125 KVA Prime Rated, 1500 RPM, 50Hz, 0.8 (lagging) power factor, CPCB IV+ compliant with inbuilt Radiator Cooled DG set with associated accessories

- Power Generator shall be complete with Diesel Engine, Alternator and AMF Control Panel along with Acoustic Enclosure. Diesel engine and alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate / M.S. frame of robust in construction.
- In order 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 emissions model.
- Non-compliance any of the above specs/requirements should be clearly mentioned in the tender, point by point

Mounting arrangement-

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

The Following control system should be available for the Generator set

- a) Local or remote start and stop
- b) Control Switch: OFF/RUN/AUTO MODE
- c) Indications to show the following status-
 - a. Not in Auto Mode
 - b. Shutdown
 - c. Remote start command
- d) Panel Lamp switch
- e) Fault Reset Switch
- f) Emergency stop Switch

1.0 DIESEL ENGINE AND ACCESSORIES

1.1 General

- a) The diesel engines shall be of the common Rail Direct Injection System (CRDi), 4 stroke multi-cylinders, Inline, with Radiator cooled, turbo charged with charged air cooled, operating at a nominal speed of 1500 RPM and capable of developing not less than 156 BHP at 100% load with fan power included and coupled to 125 KVA Alternator
- b) The engine shall meet the current emission norms i.e. **CPCB IV+.**
- c) The engine fitments shall include but not be limited to the following: -
 - i.Flexible coupling/Close Coupled alternator and flywheel.

- ii. Dry type air filter with clogged condition indicator (The filter shall be easily approachable for maintenance).
- iii. Radiator inbuilt in the common skid base frame and Engine suitable to run the DG set at 10% overload at an ambient of 50 Degrees centigrade, keeping the acoustic doors in closed condition
- iv. Engine driven fuel pump.
- v. Engine driven coolant pump.
- vi. Engine driven lubricant Lube oil pump, oil cooler and filter. **(oil needed for testing shall be supplied by the bidder without any additional cost)**
- vii. Silencers with residential Grade.
- viii. 12V/24V D.C. Starter and battery charging alternator.
- ix. Microprocessor based monitoring and control system, capable of operator interface to the DG set manually and remote start/stop control and shut down fault indication shall be of electronic LCD type displaying Engine and Alternator parameters, compatible for BMS Integration through RS485 communication.
- x. The fuel consumption is as detailed below
 - (a) **100% Load= Less than 28 ltrs. per hour.**
 - (b) **75% Load= Less than 20.5 ltrs. per hour.**
 - (c) **50% Load= Less than 15.5 ltrs. per hour.**

"Tenders may mention the fuel consumption at above mentioned load in technical bid under Technical Compliance (Section-VIII)." (However, Fuel consumptions as per OEM's technical leaflet for full or part load can also be considered if the data is not in wide variation from above values.) The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceeds 5% of the committed value as per manufacturer design.

1.2 Engine specifications

i.	Rated output (prime continuous rating as per ISO 8528-1)	156 HP or above
ii.	No of cylinder	4
iii.	Rated speed	1500 rpm
iv.	Type of Engine cooling	Liquid Cooled
v.	Type of governor	Electronic
vi.	Overload capacity	Engine is capable of delivering an output of 10% in excess of rated KVA for a period of one hour in any period of 12 hours continuous running
vii.	Specific Fuel Consumption (gm/kWh)	200 to 265

viii.	Salient Features of Engine	Turbo Charged Engine, Direct injection Fuel System
ix.	Governing	Electronic with over speed protection and AVR controlled to have adjustable V/Hz feature
x.	Governor class	G3
xi.	Speed regulation	+/-15% of rated speed on suddenly taking-off the rated load(Transient)

1.3 Engine protections-

- Low lubrication Oil Pressure -Warning/Shutdown
- High /low Coolant Temperature- Warning/Shutdown
- Low Coolant Level - Warning / Shut Down
- High Coolant Temperature- Shut Down
- Fail to Crank -Shut Down
- Cranking Lockout
- Over speed -Shut Down
- Emergency Stop -Shut Down
- Battery High/low/weak -Warning
- Dead battery-Shutdown
- Magnetic pick-up failure-Shutdown
- Low fuel -warning
- Engine temperature sensor-Warning
- Fault Log for at least last 5 Faults
- Maintenance due alarm based on Engine run Time and due date

2. ALTERNATOR-

2.1 General –

The Alternator should be horizontal foot mounted, , self-excited , brush-less ,revolving field, screen protected drip proof, continuous duty alternator conforming to IS 4722/ IS 4722/ BS 2613 / IEC 60034-1 as amended up to date.

2.2 Alternator specifications-

i.	Rated Voltage	415 V
ii.	Number of phase	3
iii.	Rated frequency	50 Hz
iv.	Rated Power factor	0.8 Lagging
v.	Degree of protection	IP23

vi.	Enclosure	SPDP
vii.	Insulation class	H
viii.	Ventilation	self ventilated air cooled
ix.	Ambient temperature	45 °c maximum
x.	Permissible Temperature rise	within class H limits rated loads
xi.	Voltage regulation (max.)	+/- 1%
xii.	Voltage regulation Grade	VG3
xiii.	Overload duration/capacity	10% for one hour in every 12 hours continuous use
xiv.	Efficiency at 75% load at rated power factor	>=91%
xv.	Frequency variation	as defined by Engine Governor (+/-1%)
xvi.	Type of AVR	Electronic
xvii.	Type of bearings and lubrication arrangement	Anti-friction Single bearing/Double Bearing bearings with grease lubrication
xviii.	Other salient features	Brushless , self-excited ,continuous damper winding, AVR (automatic voltage regulator), Terminal box with both ends of each phase winding brought to terminals, double layer concentric stator winding, dynamically balance rotor

2.2 Alternator Protection

Starter Motor Protection: Automatic Speed Dependent Starter disengagement on start-up

- Over voltage - Shutdown
- Under voltage - Shutdown
- Under frequency - Shutdown
- Over frequency – Warning / Shutdown
- Loss of excitation- Warning/ Shutdown
- Over current/Over load- Shutdown
- Over speed- Shutdown
- Loss of AC sensing- Shutdown

3. Control Panel –

a) Local control panel – to be provided inside canopy on the DG set operated manually.

b) AMF panel- to be placed in the nearby electrical panel room as designated by Bank's engineer

The AMF Control panel shall be designed for **automatic on mains failure operation of the generator set**. 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.

All the safety features (including Alarm/Trip) as specified related to Engine, Alternator, battery etc(any of the components of DG set) shall be available either at Engine control panel or AMF control panel or both for better supervision.

3.1 Construction of control Panels-

- i. The panel shall be integral cubicle pattern, fabricated out of 16 SWG, CRCA sheet and powder coated with RAL 9003, complete with inter connections, insulators, 2 Nos. earthing lugs .
- ii. 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.
- iii. 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.
- iv. **Also termination of the existing power source and outgoing to Sub power panel shall be done by the Contractor.**
- v. The design, drawings and the complete panel shall be got approved from the bank's engineer and local electrical inspectorate(if required).
- vi. 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 Control Panel and other for the record purpose shall be provided.

3.2 AMF control Panel

The AMF Control panel shall be incorporate the following: -

- a) Bus bar of electrolytic grade tinned copper with current density of 1.2A per sq. mm.
- b) Digital voltmeter of 0-500V AC range.
- c) Selector switch voltmeter of modes- Off / RY / YB / BR
- d) Digital ammeter of suitable scale - 0-300A AC

- e) Selector switch ammeter of modes - Off / R / Y / B
- f) Mode selector switch of modes – Off / Auto / Manual
- g) Indicating light(s), hooter, annunciator, timer etc., as per manufacturer standards and design.
- h) Sets of current transformers of suitable rating and accuracy class as per applicable standards and design, for both for metering and protection purposes.
- i) Built-in boost-cum-trickle battery charger consisting of transformer / rectifier, digital DC meters (ammeter, voltmeter), charging rate selector switch etc.
- j) Digital meters for showing readings of frequency, kWh, kW, or multifunction meter.
- k) Mains supply contactor 3P 200A (min.) with neutral contactor of suitable rating as per applicable standards and design.
- l) DG set supply contactor 3P 200A (min.) with neutral contactor of suitable rating as per applicable standards and design.
- m) Min. 200A, 50kA 4 Pole MCCB for mains supply with short circuit and overload protection
- n) Requisite quantity control MCBs of suitable capacity, other power or auxiliary contactor etc. as per applicable standards and design.
- o) Necessary bus extension for terminating existing power cables.
- p) All other electrical / electronic components required for the functioning of the AMF control panel as per manufacturer standards and design.
- q) Main supply voltage monitoring with under / over voltage protections of adjustable settings Alternator.
- r) Set of control relays:
- s) Set of indicating lamps for load on mains, start failure, high temperature trip, low oil pressure, high temperature warning, battery low, etc.
- t) Push buttons for start, stop, reset / acknowledge alarm, DG / mains supply contactors close / open and test.
- u) Toggle Switch for hooter On / Off.
- v) 3 phase 4 wire unbalance type energy meter of suitable capacity (complete with CTs).

3.3 Local Isolation on Engine- standard control Panel: 200 Amp MCCB, 50 KA rating shall be provided with following displays or as per OEM standards-

Engine Parameters:

1. Lubricant Oil Pressure
2. Coolant temperature
3. Engine Speed
4. Engine Hours Run
5. Battery Voltage
6. Other warnings as mentioned in engine safety features or as recommended by OEM

Alternator Parameters and warnings: -

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
7. Other warnings as mentioned in Alternator safety features

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
- e) Low Coolant Level (Trip / Alarm)
- f) Battery Charging failure
- g) Any other code as recommended by OEM/as per standards

4. BATTERIES:

- a) The batteries shall be of maintenance free type with pure Lead-Tin thin Plate (LTP) technology or Maintenance free. **The battery Casing should be Fire Retardant .**
- b) Battery shall be suitable for three successive starting attempts each of 10 seconds duration with a gap of 5 seconds between successive starts. The AH of batteries shall be as recommended by manufacturer.
- c) The batteries shall be supplied and provided with standard automatic charger of suitable capacity to charge the batteries near DG Set / within the Control Panel.
- d) Battery ratings -12V/24 V DC ,150 Ah

5. ACCOUSTIC ENCLOSURE-

5.1 Specification of Acoustic Enclosure:

- i. **Construction of Acoustic Enclosure**
 - a. Acoustic enclosure shall be powder coated and fabricated out of minimum 1.6 mm thickness MS sheet.
 - b. The silent canopy shall be of nut bolt type construction.
 - c. Powder coating is done after surface treatment process of sheet metal.
 - d. Canopy panel and doors shall have inside lining of Fire-Retardant Foam as acoustic material.
 - e. Hinged doors shall be provided to canopy, one door shall have glass window for control panel.
 - f. The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor, and provided with suitable rubber matting

- ii. **Surface Treatment-Painting**
 - a. The enclosure surface is pre-treated with 7 tank process and thereafter they are coated with
 - b. high quality powder and are baked in uniform temperature in conveyor oven.
 - iii. **Base Frame**
 - a. The Base frame is rugged in construction and designed for mounting engine and alternator close coupled, made out of suitable MS channel sections with welded joints
 - b. The Base frame is pretreated and coated with primer-based powder / Epoxy paint.
 - c. 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.
 - d. Drain plugs shall be provided for draining mobile oil.
 - e. FR casing Battery shall be provided in a tray.
 - iv. **Silencer**
 - a. Residential type Silencer is provided to suppress exhaust noise from the engine to meet CPCB IV+ norms.
 - b. Also, the MS exhaust piping of necessary length shall be provided from the engine exhaust complete with long bends, bird screens, etc. along with supports . to avoid any load or stress on turbo charger /exhaust piping.
 - c. The silencer and attached exhaust pipe should be properly covered with Rockwool (or as per OEM standards) insulation and aluminum sheet.
 - v. **Fuel Tank-**
 - (a) Inbuilt/external standard fuel tank as recommended by OEM.
 - (b) External Fuel tank is fabricated out of 2 / 3 mm MS HR sheet integrated with base frame (Detachable) and is fitted with inlet and outlet connections or inbuilt standard fuel tank as recommended by OEM.
 - (c) Diesel level marking should be there to monitor the diesel consumption.
 - vi. **Emergency Push Stop Button:**

The canopy has the provision of emergency push button, external to the canopy.
 - vii. **Performance Parameters**
 - (a) DG with canopy are manufactured as per (ISO 3744 Or 8528 pt.10) to meet CPCB IV+ norms of average 75 DBA under green field conditions @ 1-meter distance from all four sides.
 - (b) The average stabilized hot air temperature rise with in the canopy is maintained within 10-degree C over and above ambient temperature.
6. **Earthing-** • Four numbers of plate earth stations conforming to IS 3043/1966 with copper earth plates (600*600*3 mm thick), GI pipe, funnel; CI cover, masonry structure etc. (two for neutral earthing, two for equipment earthing) shall be provided at a depth of at least 3 mtr (Size for neutral and body earth- 25x5 mm copper strip)

The earth resistance at each earthing electrode shall have earthing resistance value less than 5 ohms.

7.0 COMPLIANCE STANDARDS

BS 4999/5000 pt 99 , VDE 0530 , NEMA MG1-22 CEMA , IEC 34 , CSA 22.2 , AS 1359 , BSS 5514 , ISO 3046 AND ISO 85

8. 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).

9. Civil work –

The scope of work also includes all civil work related with the proper installation and commissioning of DG set. It includes -

- a. The DG set with canopy is to be placed in garden area. Bidder has to provide a RCC foundation (or as per OEM standards) of suitable size, strength and at least 1.5 feet high from ground level for installation of DG set.
- b. Cable trench (as per requirement)- Cable from DG set to AMF panel is to be laid down by digging the ground (at least 2 feet below ground level) and properly covered with bricks to avoid further damage.
- c. MS Stand /foundation is to be provided for placing of AMF panel inside pump room and engine control panel inside DG set canopy
- d. Any other civil work required to complete the job.

10. Other Instructions-

- a) **Tenderer shall be required to install the D.G set at outdoor space to be shown by the Bank for which vendors are advised to make site visit before quoting.**
- b) Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer.
- c) The drawings/plans, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority such as state govt., CPCB, State Pollution Control Board etc. for their consent / approval as per requirement.
- d) The contractor shall arrange for inspection of the installations by the statutory authorities and the entire installation shall be got certified as per requirement.
- e) Defects, if any, pointed out by the above authorities shall be rectified free of cost.
- f) The fees to the statutory Authorities only, if any, payable in this connection will be reimburse by the Bank after submission of necessary documents/receipt.

11. TESTING & COMMISSIONING -

i) Factory Testing – The DG sets, along with AMF control panel, shall be tested in the manufacturer's factory / contractor's works, to ascertain the compliance of offered specifications.

- a) The successful tenderer will arrange staff / fuel / consumables for test run at his cost
- b) All major items / equipment, i.e. engine and alternator in assembled condition, associated electrical control panels etc., shall be offered for inspection and testing at factory / manufacturers works.
- c) The successful tenderer shall give a notice of minimum two weeks for carrying out such tests.

- d) The Bank's Engineer or his authorized representative shall witness such inspection and testing on a mutually agreed date.
- e) The cost of the representative's visit to the factory will be borne by the Bank.
- f) The Bank also reserves the right to inspect the panel fabrication job at factory and the successful tenderer must make arrangements for the same.

g) Following tests will be done in factory-

The DG set along with AMF panel shall also be inspected and tested for a continuous run of total 2 hours in the following manner:

- ☐ 1st one hour at 100% load with all doors of acoustic enclosure closed.
- ☐ 2nd hour 110% load with all doors of acoustic enclosure closed.

During testing all controls / operations safeties including fuel consumption will be checked and proper record will be maintained. Any defect / abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality / failure is noticed during the testing. The DG set will be cleared for dispatch to site only when the testing is declared successful by the Bank's Engineer

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 standards. The contractor shall provide all the consumables like fuel, engine oil, lubricant etc. necessary for this testing. The contractor shall submit necessary test report on completion of the tests to Bank.

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.

ii) Site Testing – In addition to testing at factory, at site, after successful installation of DG set, the vendor has to run the DG set for 2 hours at available load, during which proper functioning with all required parameters shall be tested. On completion of test, necessary test report shall be furnished. **(Diesel for this testing is supplied by the bank).**

Seal of Company & Signature

Section VII (b)

LIST OF APPROVED MAKES

Sr.NO	EQUIPMENT	Approved makes
1	Engine	Cummins/Greaves/Caterpillar/Kirloskar oil engines/ Leyland/Perkins
2.	Alternator	Kirloskar Electric/ Crompton Greaves /Stamford/Caterpillar/ Kirloskar oil engines/ Leroy Somer.
3.	Cables/ control wiring	Gloster/KEI/Polycab/Finolex
4.	Cable gland	Comet/Braco/Dowell/ Havells
5.	Cable lugs	Siemens/Dowell / Braco/Comet
6.	ACBs /MCCB/Contactors/ Relays	L&T/ABB /Siemens/GE/ Eaton/Scheider/ L&T
7.	Multifunction meter	Conserve /L&T/Rishab/GE/Siemens/Schneider
8.	Voltmeter/Ammeter	AE/Meco /L&T
9.	CTs	Kappa/Pragati/ECS
10.	Battery –FRLS Casing	Exide/Panasonic/Amararaja/ Cummins

Seal of Company & Signature

The Detailed Technical specifications and Brochures of the quoted model shall be uploaded along with tender documents.

If any accessories, parts, which are not mentioned above but are required to complete the work, are in the scope of the tenderer.

I/We hereby declare that I/we have read and understood the above specifications.

Place:

Signature of bidder:

Date :

SECTION VIII

Deviations (if any)

A) Schedule of Commercial Deviations

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

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

B) Statement of deviations from Bank's Technical Specification

The following are the particulars of deviations from the requirements of the Technical Specification: -

Sr. No.	Section No.	Clause No.	Deviation proposed	Remarks (including justification)
1	2	3		4

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IX

(to be filled by the contractor)

Details of Technical parameters

Technical data to be furnished by the tenderer

Engine Specifications-

Sr. No.	Particulars	Details to be given by tenderer
1.	Make	
2.	Type and model No.	
3.	Rated output (prime continuous rating as per ISO 8528-1)	
4.	No of cylinder	
5.	Rated speed	
6.	Type of Engine cooling	
7.	Type of governor	
8.	Overload capacity	
9.	Specific Fuel Consumption (gm/kWh)	
10.	Salient Features of Engine	
11.	Governing	
12.	Governor class	
13.	Speed regulation	
14.	Fuel consumption at- <ul style="list-style-type: none">• 100% loading,• 75% loading and• 50% loading	
15.	Available Protections	As per Bank's requirements mentioned in section VII technical specifications (If not, then <i>tenderer should mark those safety features separately in deviation</i>)
	Alternator Specifications	

16.	Make	
17.	Model	
18.	Frame Size	
19.	Ratings: Rated Voltage, phase, frequency, Power factor	
20.	Capacity in KVA	
21.	Degree of protection	
22.	Excitation	
23.	Enclosure	
24.	Insulation class for winding	
25.	Whether brushless or not	
26.	Ventilation	
27.	Ambient temperature	
28.	Permissible Temperature rise	
29.	% Voltage regulation (max.)	
30.	Voltage regulation Grade	
31.	Overload duration/capacity	
32.	Efficiency at 75% load at rated power factor	
33.	Frequency variation	
34.	Type of AVR (mention make and model as well. Attach catalogue)	
35.	Type of bearings and lubrication arrangement	
36.	Other salient features	
37.	Available Protections	As per Bank's requirements mentioned in section VII technical specifications (If not, then <i>tenderer</i>

		<i>should mark those safety features separately in deviation)</i>
	Batteries (with FR casing)	
38.	Make and model, Rating with capacity	
39.	Whether stand included or not	
40.	Whether separate automatic battery charger unit included or not	
	Coupling	
41.	Type	
42.	Whether guard provided or not	
43.	Whether base plate is included or no	
	Exhaust Pipe	
44.	Diameter and thickness of exhaust pipe	
45.	type of insulation	
	General	
46.	Overall Size of DG set L x W x H	
47.	Overall Weight of DG set	
48.	Noise Level of DG set at one meter with Acoustic Enclosure	
49.	Whether it complies CPCB IV+ norms (necessary document to be attached)	
50.	AMF panel overall dimensions L x B x H	

51.	List of tools normally supplied with the engine & alternator, free of cost	
52.	List of spares normally supplied along with the engine & alternator, free of cost.	

(separate sheet may be enclosed)

The technical details called for to be furnished by the firms without fail. The tender of the firm not furnishing the data is liable for rejection. Replies like 'as per manufacturers standard', 'shall be furnished later', 'as per propriety design" etc. shall not be considered as it will not help in evaluation of the bid and tender will be considered incomplete

Signature and Seal of the tenderer

Section X

Un-Priced Bill of Quantities

BOQ item no.	Description	Quantity	Unit
1	<p>Supply, Installation, Testing and Completion of 125 KVA, 3 phase, 415 volts, 50 Hz 0.8 pf, DG set , complying CPCB IV+ norms, complete with diesel engine, alternator ,water cooled radiator, self starting device, residential silencer with insulation ,batteries with connecting copper wires, battery charger, engine panel, base frame, anti-vibration mounts and all connected accessories including standard set of tools and spares (to be supplied free of cost) complete as described in detailed technical specifications.</p> <p>The amount quoted shall be inclusive of following:</p> <ul style="list-style-type: none">(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)(h) Supply and installation of insulated MS exhaust piping of suitable dia.MS C class ISI mark pipe for DG set as recommended by the manufacturer of the engine(i)) Charges for providing and installation of isolation MCCB of 200A on the engine control panel with necessary enclosures and cable terminations and safeties. <p>It also includes cost of transportation loading/unloading, taxes, associated civil work like foundation etc. of details as specified in tender and cost of obtaining approval from statutory authorities (if any) and as per technical specifications mentioned in Part I of the tender.</p>	1	nos

BOQ item no.	Description	Quantity	Unit
2	<p>Supply, Installation, Testing and Completion of microprocessor-based AMF control panel along with 11KV XLPE copper conductor armoured control cable of suitable size from DG set to AMF panel (length of control cable- 20 meter approx.).</p> <p>It includes 200A 1k-50 KA MCCBs with contactor as per tender specifications, Digital energy meter, running hours meter and other measuring meters etc as per OEM standards and as per technical specifications mentioned in Part I of the tender.</p> <p>The civil works related to installation of AMF panel including setting up base for the panel, making space for entry of cables will be in the scope of the contractor and should be done as directed by Bank's Engineer.</p>	1	nos
3	<p>Supply, laying, Installation, Testing, Commissioning and termination (on both sides) of 1 run of power cable. Rating 11 KV, 95 sqmm 4 core XLPE Copper conductor Armoured with 1 run of 10 SWG GI earth wire confirming to IS:7098(part-1)1998 for following locations to be laid down partially underground, partially on walls with saddling for following locations-</p> <ul style="list-style-type: none"> • from DG set to AMF panel and • from main panel to AMF panel 	26	meter
4	<p>Earthing pits- Providing earth station with copper plate 600 mm x 600 mm x 3 mm with funnel, G.I. water pipe including supply & laying of two runs of 25 x 5 mm tinned copper earth strip up to the test point as directed etc as directed etc. including earthing chamber with CI cover plate (as per IS: 3043/1966 amended till date) and making the surface as good as original. as per IS: 3043:1966 and amended till date as and as per technical specifications mentioned in Part I of the tender.</p> <p>(The rate shall include cost of copper strip laid down in earth pit from plate to test point)</p>	4	nos
5	<p>Supply and fixing of 25 mm x 5 mm tinned copper earth strip with black sleeve wound required materials such as clamps, screws, spacers and with proper joints and connections with chromium plated nut and bolts complete as directed (for body / equipment and neutral earthing) and as per technical specifications mentioned in Part I of the tender.</p> <p>(It includes measurement from test point in earth pit to the connecting point in DG set)</p>	38	meter
6	<p>Dismantling and removal of old DG set 40 KVA (more than 20 years) It includes Cost of dismantling and reassembly of the canopy (tin shed) for dismantling of DG set</p>	1	job

BOQ item no.	Description	Quantity	Unit
	Total Cost of work in Rs (A)		
7	Rebate for buying back and taking away all equipment of old DG set ,its panel, including all accessories, as per instructions, standard, terms and conditions specified in Part-I. (B)	1	job
8	Cost per annum for non-comprehensive annual maintenance contract for servicing at monthly intervals for Engine and Alternator standard engine control panel, AMF panel, acoustic enclosure, batteries, battery charger unit etc., for 09 years after guarantee period (DLP) of 12 months, as per terms and conditions specified in Part-I, at existing GST rate. (C)	1	Rate per annum for DG set

Note:

- The amount/rates quoted above should be inclusive of loading/unloading charges, transit cost, statutory taxes etc.as applicable
- Total Cost of Ownership = Cost of work(A) -Buyback (B)+ 7.465*AMC Rate (one year) (C)
- Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer for award of work.
- Bill shall be paid as per actual measurement basis for measurable items.

Place

Date

Signature with seal

(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

Mall Road Kanpur – 208001

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messer's _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **(Name of work)** per their Tender No. _____ 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 the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

ANNEXURE B

CLIENT's CERTIFICATE for PERFORMANCE OF CONTRACTOR

(for eligible workorders only)

On the Letter Head of company/firm/organization

Ref. No. _____

Date: _____

The Regional Director

Reserve Bank of India

Mall Road Kanpur – 208001

Dear Sir,

Name of Work:

Client's Certificate regarding performance of the Contractor

We confirm that M/s. _____ (Name and address of the contractor) have carried out the following work/s for us.

2. Other particulars are given below for your perusal and record-

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	

Sr. No.	Particulars	Comments of the Client
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 for	
9	Whether the contractor employed qualified engineer/overseer during execution of work?	
10	Performance Report:	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
11	Did the contractor go for arbitration	
	a) If yes, total amount of claim	
	b) Total amount awarded	
12	Comments of the Client on the capabilities of the M/s. _____	
	(Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	

Sr. No.	Particulars	Comments of the Client
	(c) Mobilization of Manpower	
	d) Mobilisation of adequate T&P	
	e) General Behaviour	
13	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)

For S.E.(E) / Executive Engineer (E)

Note:

** Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*

** Responding Officer should be of the Rank of General Manager in respect of Private organizations*

** The matter written in italic not to be printed on the final Performance Certificate*

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK*On the Letter Head of Bank*

Ref. No. _____

Date: _____

The Regional Director
Reserve Bank of India
Mall Road, Kanpur – 208001
Dear Sir,

Name of Work:**Banker's Certificate**

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. _____ (estimated cost).

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.

Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

Note:

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

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

करार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.100/- stamp paper)

यह समझौता अनुबंध भारतीय रिज़र्व बैंक, कानपुर (जिसे इसके बाद “बैंक” कहा जाएगा) और _____ (जिसे इसके बाद “ठेकेदार” कहा जाएगा) के मध्य दिनांक _____ को निष्पादित किया गया।

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

जहां _____ बैंक _____ वांछित _____ है, और
(_____)
किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of
(_____)
(_____) and has caused specifications describing the works to be done.

और उक्त विशिष्टताओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

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

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हें) इसके आगे समग्र रूप से “उक्त शर्तें” कहा गया है) के अधीन उक्त आरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमें निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर , जो उनके अधीन देय हो (जिसे इसके आगे “उक्त ठेके की राशि” कहा गया है) निष्पादित करना स्वीकार किया है।

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')

अब इस बात पर निम्न तरह से सहमति है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखनों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा

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 बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, अदा करेगा।

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 उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रपशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन करेंगे।

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 इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे।

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

- 5 यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण " _____
_____ " के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी

गयी मात्राओं के अनुसार अदायगी की जाएगी। कार्य आदेश संख्या _____ इस समझौते का हिस्सा होगा।

This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry out the “_____(Name of work)_____” 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. Work order No _____ shall form part of this agreement.

- 6 अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को ठीक करना होगा।

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

- 7 बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्राइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।

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

- 8 समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 14 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा तथापि समय विस्तार के प्रावधान ऐसे लिखित तरीके (अर्थात् विलेख या करार या पत्रों/ ई-मेल के आदान-प्रदान) के अधीन होंगे जिन पर दोनों पक्षों परस्पर सहमत हों।

Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14th day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition, subject nevertheless to the provisions for extension of time in writing by such form (i.e by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties..

- 9 इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल कानपुर में किए जाएंगे।
All payments by The Bank under this Contract will be made only at Kanpur.

- 10 इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को कानपुर में उत्पन्न माना जाएगा और इनका निपटान केवल कानपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा।
All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only Courts in Kanpur shall have jurisdiction to determine the same.
- 11 इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हें पूर्ण रूप से समझ लिया है।
That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
- 12 **गैर-प्रकटीकरण खंड** : ठेकेदार बैंक, के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।

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

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

13 यौन उत्पीड़न की रोकथाम संबंधी उपबंध/ Prevention of Sexual harassment clause

ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

he contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint 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 aggravated 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 employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.

14. **अप्रत्याशित घटना:** यदि कोई भी पक्ष अपने नियंत्रण से परे किसी घटना के घटित होने के कारण इस समझौते के तहत अपने दायित्वों को निभाने में असमर्थ है (जैसे कि ईश्वर के कार्य, युद्ध जैसी स्थितियाँ, दंगे, श्रमिक हड़ताल, सरकारी कार्य, भूकंप, चक्रवात, आंधी, और अन्य प्राकृतिक आपदाएँ, आदि), उस पक्ष को इस अनुबंध के अंतर्गत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष जारी रखने के लिए इस समझौते के तहत प्रदर्शन को सक्षम करने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस समझौते को समाप्त कर सकती है।

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

यदि
ठेकेदार इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं।

एक
भागीदारी IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first
या एक hereinabove written.

व्यक्ति है If
the
contracto
r is a
Partners
hip or an
Individual

यदि
ठेकेदार इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी एक कंपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों का निष्पादन करवाया है।

है If the
contracto
r is a
Compan
y IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

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

Shri

(name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

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

Witnesses

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

(1)

Address

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

2)

.....
..

Address

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

If the Contractor signs under its common Seal
the signature clause should tally with their
sealing clause in the Articles of Associations.

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to
the resolutions passed

By its Board of Directors at the
meeting held on

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

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

In the presence of

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

(1)

.....
....

(2)

.....
....

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

(1)

.....

(2)

.....

SIGNED AND DELIVERED BY the
Contractor by the hand Of

Shri

.....

and duly constituted attorney.

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 (Name of work) including signing and submission of all documents and providing information / responses to Estate Department RBI, Kanpur representing us in all matters before RBI Kanpur, and generally dealing with RBI Kanpur 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 F

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work:

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

I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).

- a) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
- b) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I/We(Name of the bidder) declares that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

ANNEXURE G

Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

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

To,

.....

Reserve Bank of India

.....

Name of Work: _____

1. I / We (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.
2. I / We certify that (Name of the bidder) i. is not from a country sharing land border with India, or ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in development projects. (Strikeout whichever of the above is not applicable).
3. I /We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.
4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

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

Date:

Place:

Annexure H

LETTER OF UNDERTAKING FOR MAINTENANCE

The Regional Director

Reserve Bank of India

Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-Tender for Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar , Kanpur - Undertaking for maintenance

I, on the behalf of (company name)_____, hereby declare that our firm/company have suitable arrangement in place for rendering Annual maintenance contract services as per contract agreement .

We hereby undertake to maintain the system installed by us in your Premises satisfactorily, for a period of not less than 9 years after expiry of **the defect liability / warranty period(inclusive of cost of all spares and consumables)** of one year at the rate quoted by us towards **non comprehensive maintenance** contract, subject to the price revision clause specified in the tender.

We undertake that any defect in the said system installed by us in your office at Kanpur, will be rectified by us within the stipulated period, failing which, we will be liable to pay penalty as specified in the penalty clause of the tender document.

In the unlikely event of the original equipment manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to keep spares for the given contract period and supply them on payable basis as per scope of contract.

The details of arrangement for rendering AMC services and rectifying the defects during contract period is mentioned below:

Date

Place

Signature of the authorised signatory of the firm with stamp and seal

Annexure 'I'

Complaint Escalation Matrix

Sl.no	Support Level	Name	Phone no.	E-mail ID
1	Level 1			
2	Level 2			
3	Level 3			
4	Level 4			

Signature & Seal of the firm

Annexure J

LETTER OF UNDERTAKING for WARRANTY (On the letter head of OEMs)

The Regional Director

Reserve Bank of India

Mall Road, Kanpur – 208001

Dear Sir,

Name of Work: E-Tender for Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar , Kanpur - Undertaking for maintenance

I, on the behalf of (company name)_____, hereby declare that we the Original Equipment Manufacturer of _____(make) DG set shall ensure the availability of genuine spares of the installed DG set with model no_____ and provide uninterrupted services for at least 10 years from the date of installation in your premises, as a part of Defect liability period and non-comprehensive maintenance period.

Further, the major/critical components (five C components) of the given 125 KVA DG set like Crankshaft, Camshaft, Cylinder Head, Cylinder Block and Connection rod carry warranty for 5 years/5000 running hours, whichever earlier, from the date of sales (not before 2 months from the date of installation at site). During this warranty period, these critical components shall be replaced free of cost by us.

Date

Place

Signature of the authorised signatory of the firm with stamp and seal



**Reserve Bank of India
Estate Department, Kanpur**

e-Tender

For

E-tender: E-Tender for Design, Supply, Installation, Testing and Commissioning of 125 KVA Diesel Generator set with acoustic enclosure and AMF panel at Bank's residential colony Kidwai Nagar , Kanpur

Part II (Price Bid)

Name of Tenderer _____

Address _____

Due date of submission of tender: _____ up to _____

Due date of opening of Part I of the Tender: _____ up to _____

Reserve Bank of India
Estate Department, Kanpur

BOQ item no.	Description	Quantity	Unit	Rate in Rs	Amount (in Rs)
1	<p>Supply, Installation, Testing and Completion of 125 KVA, 3 phase, 415 volts, 50 Hz 0.8 pf, DG set , complying CPCB IV+ norms, complete with diesel engine, alternator ,water cooled radiator, self starting device, residential silencer with insulation ,batteries with connecting copper wires, battery charger, engine panel, base frame, anti-vibration mounts 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) (h) Supply and installation of insulated MS exhaust piping of</p>	1	nos	To be quoted on MSTC portal	

BOQ item no.	Description	Quantity	Unit	Rate in Rs	Amount (in Rs)
	<p>suitable dia.MS C class ISI mark pipe for DG set as recommended by the manufacturer of the engine</p> <p>(i)Charges for providing and installation of isolation MCCB of 200A on the engine control panel with necessary enclosures and cable terminations and safeties.</p> <p>It also includes cost of transportation loading/unloading, taxes, associated civil work like foundation etc. of details as specified in tender and cost of obtaining approval from statutory authorities (if any) and as per technical specifications mentioned in Part I of the tender.</p>				
2	<p>Supply, Installation, Testing and Completion of microprocessor-based AMF control panel along with 11KV XLPE copper conductor armoured control cable of suitable size from DG set to AMF panel (length of control cable- 20 meter approx.).</p> <p>It includes 200A 1k-50 KA MCCBs with contactor as per tender specifications, Digital energy meter, running hours meter and other measuring meters etc as per OEM standards and as per technical specifications mentioned in Part I of the tender.</p> <p>The civil works related to installation of AMF panel including setting up base for the panel, making space for entry of cables will be in the scope of the contractor and should be done as directed by Bank's Engineer.</p>	1	nos	To be quoted on MSTC portal	
3	<p>Supply, laying, Installation, Testing, Commissioning and termination (on both sides) of 1 run of power cable. Rating 11 KV, 95 sqmm 4 core XLPE Copper conductor Armoured with 1 run of 10 SWG GI earth wire confirming to IS:7098(part-1)1998 for following locations to be laid down partially underground, partially on</p>	26	meter	To be quoted on MSTC portal	

BOQ item no.	Description	Quantity	Unit	Rate in Rs	Amount (in Rs)
	walls with saddling for following locations- <ul style="list-style-type: none"> from DG set to AMF panel and from main panel to AMF panel 				
4	Earthing pits- Providing earth station with copper plate 600 mm x 600 mm x 3 mm with funnel, G.I. water pipe including supply & laying of two runs of 25 x 5 mm tinned copper earth strip up to the test point as directed etc as directed etc. including earthing chamber with CI cover plate (as per IS: 3043/1966 amended till date) and making the surface as good as original. as per IS: 3043:1966 and amended till date as and as per technical specifications mentioned in Part I of the tender. (The rate shall include cost of copper strip laid down in earth pit from plate to test point)	4	nos	To be quoted on MSTC portal	
5	Supply and fixing of 25 mm x 5 mm tinned copper earth strip with black sleeve wound required materials such as clamps, screws, spacers and with proper joints and connections with chromium plated nut and bolts complete as directed (for body / equipment and neutral earthing) and as per technical specifications mentioned in Part I of the tender. (It includes measurement from test point in earth pit to the connecting point in DG set)	38	meter	To be quoted on MSTC portal	
6	Dismantling and removal of old DG set 40 KVA (more than 20 years) It includes Cost of dismantling and reassembly of the canopy (tin shed) for dismantling of DG set	1	job	To be quoted on MSTC portal	
	Total Cost of work in Rs (A)				
7	Rebate for buying back and taking away all equipment of old DG set ,its panel, including all accessories, as per instructions, standard, terms and conditions specified in Part-I. (B)	1	job	To be quoted on MSTC portal	

BOQ item no.	Description	Quantity	Unit	Rate in Rs	Amount (in Rs)
8	Cost per annum for non-comprehensive annual maintenance contract for servicing at monthly intervals for Engine and Alternator standard engine control panel, AMF panel, acoustic enclosure, batteries, battery charger unit etc., for 09 years after guarantee period (DLP) of 12 months, as per terms and conditions specified in Part-I, at existing GST rate. (C)	1	Rate per annum for DG set	To be quoted on MSTC portal	

Note:

- The amount/rates quoted above should be inclusive of loading/unloading charges, transit cost, statutory taxes etc.as applicable
- **Total Cost of Ownership = Cost of work -Buyback + 7.465*AMC Rate (one year)**
- Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer for award of work.
- Bill shall be paid as per actual measurement basis for measurable items.

Place

Date

Signature with seal

N.B. – Price to be quoted in online mode, at MSTC portal only.

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

Tender shall be evaluated based on the Total Cost of Ownership, as per Tender Part-I Para 3.22