



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Estate Department / संपदा विभाग  
Guwahati / गुवाहाटी

**Supply, Installation, Testing and Commissioning of 630 A 3 Panel HT VCB  
Switching Cubical by replacing the existing VCB Panel at RBI, Guwahati**

**e-tender no: RBI/Guwahati/Estate/12/24-25/ET/107**

**TENDER NOTICE**

Reserve Bank of India, Guwahati invites e-tender under Two Bid system (Techno-Commercial & Financial Bid) for the above mentioned work. The tender forms can be downloaded/ viewed from 17:00 Hours on June 27, 2024 from RBI website [www.rbi.org.in](http://www.rbi.org.in) and MSTC e-portal at [www.mstcecommerce.com](http://www.mstcecommerce.com).

Your tender, duly filled-in and e-signed, should be submitted by e-tendering mode only through **MSTC New Common Portal** [www.mstcecommerce.com](http://www.mstcecommerce.com). The schedule and brief details of the e-tendering process are as follows:

1. **Estimated Cost: ₹25,00,000/-**
2. **Total Earnest Money: ₹50,000/-**
3. **Publication of Event- Date and Time: 27.06.2024 from 17:00 Hours**
4. **Pre-Bid Meeting: 03.07.2024 from 11:00 Hours at Bank Main Office Building**
5. **Bid Start Date and Time: 04.07.2024 from 11:00 Hours**
6. **Bid Close Date and Time: 18.07.2024 at 14:00 Hours**
7. **TOE (Part-I) Start Date and Time: 18.07.2024 from 15:00 Hours**

Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only.

Bank is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

**Deputy General Manager(O-i-C)  
Reserve Bank of India  
North Eastern States**



Reserve Bank of India/ भारतीय रिज़र्व बैंक

Estate Department / संपदा विभाग

Guwahati / गुवाहाटी

**Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India. Guwahati**

**e-Tender no: RBI/Guwahati/Estate/12/24-25/ET/107**

## **PART- I**

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

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

**e-mail ID & Phone No:** \_\_\_\_\_

<b>Date of Publication of e-Tender</b>	<b>June 27, 2024 at 17:00 Hours</b>
<b>Date of Pre-Bid Meeting</b>	<b>July 03, 2024 from 11:00 Hours onwards</b>
<b>Last date of Submission of Bid</b>	<b>July 18, 2024 up-to 14:00 Hours</b>
<b>Date of Opening of Part- I of e-Tender</b>	<b>July 18, 2024 from 15:00 Hours</b>

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SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

**SCHEDULE OF TENDER (SOT)**

1. e-Tender No.	<b>RBI/Guwahati/Estate/12/24-25/ET/107</b>
2. Name of the Work:	Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati
3. Mode of Tender:	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through <b>MSTC New Common Portal</b> ).
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download	June 27, 2024 from 17:00 Hours onwards
5. Date and venue of the Pre-Bid Meeting (offline)	July 03, 2024 at 11:00 onwards at Estate Department, Reserve Bank of India, Guwahati
6. Uploading the outcome of pre-bid meeting on to RBI Website in the form of addendum, corrigendum, etc.	July 04, 2024 at 11:00 Hours at the Bank's website
7. Estimated cost of the work:	<b>Rs. 25.00 Lakh (Rupees Twenty-Five Lakh Only).</b>
8. Earnest Money Deposit (EMD)	<b>Rs. 50,000/- (Rupees Fifty Thousand Only)</b> in the form of Demand Draft/ Bank Guarantee as per <b>Annexure</b> for EMD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Estate Department, 4 <sup>th</sup> floor, Reserve Bank of India, Guwahati. Or Deposited through NEFT in favor of Reserve Bank of India, Guwahati in <b>A/c No. 8692299 &amp; IFSC Code: RBIS0GWPA01</b> . Please mention your company's name in the NEFT transaction remarks.
9. Last date of submission of EMD	July 18, 2024 up to 14:00 Hours
10. Performance Bank Guarantee (PBG)	<b>10% of the contract value</b>



11. Retention Money (RM) to be deducted from each bill	<b>5% of the bill amount</b>
12. Bank guarantee towards DLP	<b>Total amount deducted as RM</b>
13. Time allowed for completion of the works from tenth day after the date of written order to commence work	<b>90 days from the 14<sup>th</sup> date of issue of work order</b>
14. Bidding start date of Techno-commercial Bid and Financial Bid at <a href="#">MSTC New Common Portal</a>	July 04, 2024 from 11:00 Hours
15. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	<b>July 18, 2024 up to 14:00 Hours</b>
16. Date and Time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>July 18, 2024 from 15:00 Hours</b>
17. Date and Time of opening of Part-II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.



**IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online e-tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

**1. Process of e-Tender:**

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

**Special note:**

The Technical Bid has to be submitted on-line at through **MSTC e-Portal (New Common Portal)** at [www.mstcecommerce.com](http://www.mstcecommerce.com).

a) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e- Procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit

b) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

**Contact person (RBI):**

S/No	Name of the Person	Designation	Phone Number
1	Shri Bhaskar Phukan	Assistant Manager (Tech-Electrical)	+91 9706039847
2	Shri Ravindra Mahto	Assistant Manager (Estate)	+91 8581832812

e-mail ID of Estate Department: [estateguwahati@rbi.org.in](mailto:estateguwahati@rbi.org.in)

**Contact person (MSTC Ltd):**

S/N	Name of the Person	e-mail	Phone Number
1	Shri Prashant Chitranjan	<a href="mailto:pchitranjan@mstcindia.co.in">pchitranjan@mstcindia.co.in</a>	0361-2221199
		<a href="mailto:ghyopn1@mstcindia.in">ghyopn1@mstcindia.in</a> , <a href="mailto:ghyopn2@mstcindia.in">ghyopn2@mstcindia.in</a> <a href="mailto:helpdeskghy@mstcindia.in">helpdeskghy@mstcindia.in</a> and <a href="mailto:bmghymstc@mstcindia.in">bmghymstc@mstcindia.in</a>	+91 8592888286

MSTC Technical Help Desk: **0361-2221199**



**(B) System Requirements:**

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet Explorer
- c) Signing type digital signature
- d) Latest updated JRE 8 (x86 Offline) 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”.

**(C) Other Settings:**

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.
- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options  
→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once).

**(D)** Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at [www.mstcecommerce.com/eprochome/rbj](http://www.mstcecommerce.com/eprochome/rbj). Bids will be opened electronically on the specified date and time as given in the Tender.

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

2. **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.

3. 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 so as to give themselves sufficient time to submit the bid.

4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

**5. e-Tender cannot be accessed after the due date and time mentioned in NIT.**

**6. Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

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 Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → Common Portal → Vendor Login → Register → My menu → Auction Floor Manager → live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

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. 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.

j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

o) Vendors are requested to read the vendor guide and see the video in the page MSTC e-portal to familiarize them with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed.

q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

r) The bid will be evaluated based on the filled-in technical & commercial formats.

s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Vendors are requested to read the vendor guide and see the video in the page MSTC e-portal to familiarize them with the system before bidding.



## **NOTICE INVITING e-TENDER**

**Name of the work:** Tender for “Supply, Installation, Testing and commissioning of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati”.

### **A. Eligibility criteria:**

1. This is an open e-tender enquiry. However, only those bidders/vendors who are qualified for the work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission. The work is **estimated to cost Rs.25.00 lakh** and is to be completed within a period of **90 days**.

### **2. Prequalification/ Eligibility Criteria to be fulfilled for participation in bidding: -**

a) **Duration of past experience:** Only those firms who have minimum 5 years of experience in the field of undertaking similar works (**i.e carrying out High Tension substation works for large office buildings/commercial premises/ industrial houses**) will only be eligible to tender for the work. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years and Client Certificate as per the Bank's Format.

b) **Minimum value of each completed work (qualifying):** Experience of having successfully completed similar works during last 5 years should be either of the following not before June, 2019.

**Three similar completed works each costing not less than the amount equal to 40% of the estimated cost**

Or

**Two similar completed works each costing not less than the amount equal to 50% of the estimated cost**

Or

**One similar work costing not less than the amount equal to 80% of the estimated cost.**



- c) **Yearly turnover:** Should have an average annual turnover of amount equal to 100% of estimated cost or more during the last three financial years ending 31st March.
- d) **Solvency:** Should furnish Solvency Certificate / Bankers' Certificate issued by the Applicant's banker (Scheduled Bank), for an amount equal to the 100% of the estimated cost of tender.
- e) **Service setup:** Full-fledged authorized service setup should be available at Guwahati for regular services to be provided. **Firm not having full-fledged service set up shall be not considered for part II of the tender.**

3. The tenderers will invariably furnish/ upload, at the time of applying for e-tender, the following information in MSTC e-portal and submit relevant documents only through MSTC e-portal to satisfy the Bank about their eligibility for participating in the tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
(c)	Turnover	Audited financial statements for the last three financial years along with a certificate of Chartered Accountant indicating the turnover of these financial years.
(d)	Credit worthiness of the contractor and their	<b>Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the</b>



	turnover during the specified period	<b>contractor duly certified by a Chartered Accountant should be enclosed in proof of creditworthiness and turnover for last three years should be uploaded.</b>
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of bankers along with full details such as names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of the bankers of the firm, in case it is so needed) should be uploaded.
(f)	Details of bank accounts	Full particulars of bank accounts, such as account no. type, when opened etc., should be uploaded.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of clients of the firm along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of clients by the Bank in case it is so needed) should be uploaded.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.
(i)	Service Set-up	Proof of <b>Full-fledged</b> service set up (Proof of authorized, valid service set up, contact address , mail id , phone no etc.) at Guwahati should also be uploaded in the MSTC e-portal.

In the event of intending contractor's failure to satisfy the Bank; the Bank reserves the right to reject the bid of the tenderer.

5. Interested contractors have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of proof of submission of EMD should be uploaded with Techno



Commercial Bid (Part-I) on the MSTC portal. It is to be duly noted that the tender process shall be executed on the MSTC portal through e-Tendering mode only.

**No tender will be accepted in Hard copy or through e-mails.**

6. Tender forms will be available for downloading from MSTC portal w.e.f. **June 27, 2024** from **17:00 Hours**. A pre-bid meeting of the intending tenderers, will be held on **July 03, 2024** from 11.00 AM in Estate Department, 4th Floor, Reserve Bank of India, Guwahati. All intended tenderers are advised to attend the Pre- Bid meeting. A site visit will also be arranged to acquaint them for the security area issues. In case a vendor does not attend Pre-Bid meeting, its minutes will be binding on them and no further clarifications will be entertained. The duly filled in tender documents shall be uploaded on MSTC site till 2:00 PM on July 18, 2024.

7. Tender forms will be available for downloading from MSTC portal w.e.f. **June 27, 2024 from 17:00 Hours**. The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process. The duly filled and stamped part-I of tender document should be uploaded by the contractors on MSTC portal along with all the pre-qualification documents.

8. Interested contractors can participate in e – Tender after getting registered with MSTC New Common Portal. Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through MSTC e-portal and applicable transaction charges have to be paid by the firm.

9. Tender in prescribed format is contained two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, Part-II of the tender will contain no conditions but Contractor's Price Bid, Bank's Schedule of quantities, tender drawings, if any, only.

10. **The tenders must deposit an Earnest Money (EMD) of ₹50000/- (Rupees Fifty Thousand only)** to participate in the tendering process. The bids submitted without depositing the EMD will be rejected by the Bank. The EMD amount **may be submitted through NEFT transfer** or in the form of an irrevocable Demand Draft/ **Bank Guarantee** issued by a scheduled bank in the Bank's standard pro-forma which is available in the tender-form along with pre-Qualification documents.

Details for NEFT are placed below:

**Beneficiary name: Reserve Bank of India, Guwahati**

**A/c no: 8692299**

**IFSC: RBIS0GWPA01**



The last date for submission of EMD through NEFT or in the form of DD/BG (the hard copy in sealed should reach to RBI Guwahati in sealed envelope) is July 18, 2024 upto 14:00 Hours.

**11. Part-I of the tenders will be opened through MSTC e-portal on July 18, 2027 from 15:00 Hours.** Those contractors who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, Guwahati -781001 for the same. Part II of the tender will be opened later. Due intimations will be given for the same.

12. Client's certificate as per Bank's standard pro-forma which is available in the tender-form along with pre-qualification documents from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice. The client's certificate for qualifying work as mentioned under S.No. (h) shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by competent authority in the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates. Format for clients' report is provided in the Annexure of the tender.

The Bank has right to obtain the reports on the past performance of the Contractor from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any contractor is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to **reject his offer** even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

The certificates should be addressed to Regional Director, Reserve Bank of India, Estate Department, Guwahati and shall be uploaded along with the tender in MSTC e-portal.

13. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender.

14. The Bank reserves the right to accept or reject any or all Bids / Tenders without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the Bank for rejection of his Bid.

**Regional Director  
Reserve Bank of India  
North Eastern States**



### **Important Information**

1. e-tenders are invited in two Parts for “Supply, Installation, Testing and commissioning of 630 A 3 Panel HT VCB Switching Cubical with replacing the existing VCB Panel at Reserve Bank of India. The work is estimated to cost Rs.25.00 lakh and is to be completed within 90 days.
2. Tender forms can be downloaded from MSTC portal / RBI’s website from 17:00 Hours on June 27, 2024.
3. The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates/ amounts of items. The bid shall be filled/uploaded/attached on the MSTC portal, not later than 14:00 Hours on July 18, 2024. The tender of Part I shall be opened in the presence of the Contractors or their representatives who choose to be present from 15.00 hours on July 18, 2024 and Price bid (Part II) of such of those tenders 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 Contractors. Contractors are advised not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. However the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part-II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.
4. Before submission of tender, the contractor may inspect the site in person on any working day from Monday to Friday between 10:00 AM and 5:00 PM to study and understand the scope of works specified.



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**SECTION – I: FORM OF TENDER**

Date:  
Place:

To,

Smt. Sushmita Phukan  
Regional Director  
Reserve Bank of India, Guwahati  
Estate department

Madam,

**Supply, Installation, Testing and commissioning of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati.**

Having read and examined the Notice Inviting tender, specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

**Memorandum**

(a)	Description of works	Supply, Installation, Testing and commissioning of HT panel at Bank's Office Building, Guwahati.
(b)	Estimated cost	₹25 Lakh only
(c)	Mode of payment	As per clause 3.32, Section III, General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹50,000/-
(e)	Time allowed for completion of work from 14 <sup>th</sup> day of letter of award.	90 days



Each page of the tender document has been signed for having acquainted myself/ourselves of the conditions of the contract.

2. 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.

3. I/We also agree that the e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part II 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. I/ We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed pro-forma.

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. I/ We have deposited a sum of **₹50,000/-** as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

7. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

8. I/We understand and agree that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

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

10. Our Bankers are:



i) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ii) \_\_\_\_\_  
\_\_\_\_\_

11. The names of proprietary /partners of our firm are:

i) \_\_\_\_\_

ii) \_\_\_\_\_

Name of the partner of the firm

authorized to sign. \_\_\_\_\_

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power of Attorney should be attached). \_\_\_\_\_

Yours faithfully,

\_\_\_\_\_

Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

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



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

(Signature)

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(Signature)

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## SECTION- II: ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the ..... day of ..... between the “Reserve bank of India, Guwahati” having its Central Office at, Mumbai- 400001 (hereinafter called "THE EMPLOYER") of the one part and ..... (hereinafter called "THE CONTRACTOR") of the other part.

WHEREAS the Employer is desirous of getting **“Supply, Installation, Testing and commissioning of 630 A 3 Panel HT VCB Switching Cubical with replacing the existing VCB Panel at Reserve Bank of India, Guwahati”** and has prepared drawing and/or Schedule of Quantities showing and describing the work to be done under the direction of Bank’s (The Employer’s) Engineer.

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

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

### **Now it is hereby agreed as follows:**

1. In consideration hereinafter mentioned, the Contractor shall upon and subject to the said Conditions annexed, execute and complete the work shown upon the said Drawings and described by or referred to in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. In the said Conditions herein before mentioned, the General Manager / Deputy General Manager of the Estate Department, Reserve Bank of India, Bhubaneswar shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto shall be read and constructed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to



the said conditions and the correspondence and perform the agreements on their part respectively in the said Conditions contained.

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

6. The Contract is neither a fixed lump sum Contract nor a Piece Work Contract but is a Contract to carry out the complete work amounting to Rs.----- inclusive of GST amount to be paid for according to actual measured quantities at the rates contained in the Schedule of work and Probable quantities or as provided in the said Conditions.

7. The Contractor shall afford every reasonable facility for carrying out of all works or other contractors appointed by the Employer and shall make good any damages done to walls, floors, etc. after the completion of such works.

8. The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the tender quantities unless specifically approved in writing by the Engineer.

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **90 Days** subject nevertheless subject to the provisions for extension of time in writing by such form (i.e. by way of a deed or agreement or by exchange of letters /emails) as may be mutually decided by the parties.

10. **Scope of work during Warranty Period:** The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer **free of cost**. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.

11. During the warranty period, any fault in the system shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.1000/- per day if the defect in the system is not rectified within the period of 24



hours. 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. The Bank shall have also right to invoke the BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.** All payments by the Employer under this Contract will be made only at Guwahati.

12. Contractor must comply with the provisions of Payment of Wages Act 1936, Minimum wages Act 1948, Gratuity Act 1972, Stamp Act 1899, EPF Act 1952, and ESI Act 1948, Payment of Bonus Act 1965 etc. & all applicable statutory rules / guidelines. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Employer.

13. Contractor must comply with the compliance of Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 & Assam Labour Contract (Regulation and Abolition) Rules 1971 and should display related notice board at the work place.

14. Contractor must comply with provisions of “the Sexual Harassment of women at the work place (Prevention, Prohibition and Redressal) Act 2013”. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The contractor needs to provide a complete and updated list of the work-personnel that will be deployed in the work place.

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

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

17. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer’s (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.

18. 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.

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

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

(If the Contractor is a partnership or an individual)

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

(If the Contractor is a Company)

**Signature Clause**

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri .....  
..... (Name and Designation)

In the presence of

Witnesses-

1) .....

Address: .....





2) .....

Address: .....

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

SIGNED AND DELIVERED BY

.....

Witnesses-

1).....

Address .....

2) .....

Address .....

If the party is a partnership firm or

The COMMON SEAL OF .....

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on .....

in the presence of

1) .....

2) .....

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

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

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

1) .....

2) .....



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual

SIGNED AND DELIVERED BY

The Contractor by the hand of Shri/ Smt./ Ms. ....  
And duly constituted attorney.



**SECTION-III: GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS**

Online tenders in two parts (Part-I and Part-II) are invited for “ Supply, Installation, Testing and commissioning of 630 A 3 Panel HT VCB Switching Cubical with replacing the existing VCB Panel at Reserve Bank of India, Guwahati”. The work is estimated to cost ₹25.00 lakh inclusive of all taxes and is to be completed within 90 days.

**3.1 Eligibility Criteria:**

Only those contractors who fulfill the following criteria will be considered eligible to participate:

- (i) The firm should be having minimum 5 years of experience in the field of undertaking similar works i.e carrying out High Tension substation works for large office buildings/commercial premises/ industrial houses. The similar work should have been completed on or before June – 2024.

And

- (ii) Have executed successfully \*similar works (carrying out High Tension substation works for large office buildings/commercial premises/ industrial houses.) during the last five years i.e. should be either of the following not before June, 2019.

- 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

- (iii) Have a minimum average yearly turnover of 100% of the estimated cost during the last 3 financial years.

And

- (iv) Should furnish Bankers' certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount equal to or greater than the estimated cost of the work as per **Annexure attached in the Tender Document.**

- v. Have valid authorized set up at Guwahati (documentary proof attachment)

Only those tenderers who qualify as per the above, will be eligible to tender for the work. A Tender submitted by a firm which is found to be not satisfying any of the above criteria will



be liable for rejection.

Tenderer should upload the following documents along with the part I of the tender:

- a) Copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works. Client's certificate should be in Bank's format (Annexure attached in the Tender Document).
- b) Tenderers should also provide a list of completed works with all the details as per the proforma Annexure attached in the Tender Document
- c) Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India in Banks proforma Annexure attached in the Tender Document
- d) Any other pro-forma Annexure attached in the Tender Document

3.2 The tenders for the above work in two parts i.e., Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only amounts of items stated shall be quoted/submitted/uploaded in MSTC portal before 02:00 PM July 18, 2024. Part-I of the tender will be opened on the same day from 15:00 Hours. **Part-II of the tender will be opened on a subsequent date under intimation to all the tenderers.** All the information called for, shall be complete in all respects and to be uploaded in MSTC portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. Incomplete tenders or tenders not complying with the requirement are liable for rejection. No enclosure is permitted in Part-II of the tender.

If the intending tenderer feels that any of the terms and conditions of the tender documents are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions uploaded in a separate sheet. All other terms and conditions on which there are no observations by the intending tenderers shall be constructed as acceptable to the tenderer.

- (a) Part-II of the Tender, containing only amounts of items stated in figures will be opened on a subsequent date to be intimated to the eligible Tenderers.
- (b) Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.
- (c) The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.



- (d) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.
- (e) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (f) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the Bank.
- (g) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

### 3.3 Pre-Bid Meeting

- (a) A pre-tender briefing meeting of the eligible tenderers will be held at **11:00 Hours on July 03, 2024** in Estate Department, 4th Floor, Reserve Bank of India, Guwahati to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.
- (b) All communications regarding points requiring clarifications shall be given in writing/email to The Regional Director, Reserve Bank of India, Fourth floor, Estate Department, Station Road, Pan Bazar, Guwahati or [estateguwahati@rbi.org.in](mailto:estateguwahati@rbi.org.in) by the eligible tenderers on or before **17:00 Hrs on July 02, 2024**.
- (c) **All firms must attend the pre-bid meeting in order** to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter. If a firm don't attend pre bid meeting, no clarification in future will be entertained and Minutes of Pre Bid meeting will be binding on them,
- (d) Inclusion/submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting is liable for rejection.
- (e) The minutes of pre-bid meeting and corrigendum if any, will be hosted in the Bank's website only. The minutes and corrigendum if any, will also become the part of the tender.

### **EMD & Bank Guarantees To Be Submitted By the Tenderers**

3.4 Intending tenderers shall pay an Earnest money a sum of **₹ 50,000/-** by way of NEFT to Reserve Bank of India, Guwahati or by a Demand Draft drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Guwahati. Alternatively the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled commercial



bank for an equivalent amount towards EMD in the pro-forma enclosed. The Bank Guarantee submitted towards EMD shall remain valid minimum up to **Six months** from the last date of submission of tenders. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid and also to be sent by email ([estateguwahati@rbi.org.in](mailto:estateguwahati@rbi.org.in)) should reach this office on or before **02:00 PM on July 18, 2024**. No interest shall be paid on EMD. EMD of the successful Bidder will be retained with the Bank against Security Deposit. A tender which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

3.5 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and **within ten days**, thereof the successful tenderer **shall sign an agreement on a ₹5000/- stamp paper** in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed. **The EMD of the unsuccessful tenderers shall be returned after award of work to the successful tenderer.** The EMD of the successful tenderer shall be returned after submission of requisite Bank Guarantee towards security deposit for completion period.

### 3.6 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.

### 3.7 Performance Bank Guarantee (PBG) as security deposit for completion period:

(a) On award of the work, **the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value within 14 day from the issuance of work order** in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.

**Submission of PBG shall be ensured as stipulated in the tender. In case of delays in**



**submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.**

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

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract.

After completion of the work, validity of PBG may be extended till DLP (defect liability period) from the date of Virtual completion or the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract amount in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex towards Security Deposit for the due fulfilment of the terms and obligations of the DLP.

b) In addition to the Earnest Money Deposit/PBG, as further security for the due fulfillment of the contract by the Contractor, **5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor as Retention Money.** This **total amount (PBG + Retention Money) will be termed as Security Deposit.** The Employer will release the Security Deposit after rectification of the defects pointed out during the Defects Liability Period of twelve months from the date of completion of work. The amounts retained by the Employer shall not bear any interest.

(c) In case the Contractor so requests, the Security Deposit will be held in the form of a Bank Guarantee of an approved Scheduled Bank in the pro-forma to be approved by the Employer (Annexure attached). After the successful completion of the defect liability period and/or after all the defects pointed out during the Defects Liability Period of twelve months are rectified to the satisfaction of the Employer/Architect, the amount to be held by the Bank by way of Bank Guarantee will be released.

(d) All compensation or other sums of money payable by the Contractor to the Employer under the terms and conditions of this Contract may be deducted from his PBG and/or from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft/NEFT of value equal to the amount so deducted.

### **3.8 Return of PBG / Refund of SD:**

The Security Deposit (PBG + Retention Money) shall be refunded to the contractor without any interest in due course i.e., on successful completion of the DLP and satisfactory rectification of all the defects developed and pointed out to the contractor during the said



DLP.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the DLP i.e. one year from handing over the work.

The amount retained by the Bank shall not bear any interest.

3.9 All compensation/ penalties/ damages or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period and DLP periods may be deducted from his earnest money and the security deposit if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.10 The tenderers shall furnish full details of all such similar works carried out by them during the last 05 years, as per the Performa included in this tender. **The Bank at its discretion may inspect/ obtain feedback from one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders.** Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.

3.11 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

3.12 The amounts quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labor rates. The amount 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, labor, transport, insurance for transit, storage and also agreement, workmen compensation & third party liability policies, erection etc., at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Guwahati and will be in Indian rupees only.

3.13. Tenderers are advised to quote strictly as per BOQ. 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.

3.14 As regards make of equipment acceptable to the Bank the tenderers are advised to refer to **"Section V – Technical Specification"** and to the **List of Approved make of**





**materials/equipment.** The tenderer are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipment's. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

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

### 3.16. **Evaluation of tenders:**

**Tenders will be evaluated on the basis of the lowest net capital cost arrived at after opening the part II of the tender.(including GST)**

3.17 **Scope of work during Warranty Period:** The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer **free of cost**. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.

During defect liability period / warranty , the tenders shall arrange to do two free service and maintenance of the VCB panel in consultation with the banks engineer .

During the warranty period, any fault in the system shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.1000/- per day if the defect in the system is not rectified within the period of 24 hours. 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. The Bank shall have also right to invoke the BG as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.**

3.18 The tenderer should impart training to the Bank's staff for a period not less than one day on the system before handing over of the system without any charge to the Bank.

### 3.19 **Insurance**

The contractor shall, within *14 days* from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (**the name of the employer i.e. "RESERVE BANK OF INDIA" being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer



within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

- Contractors all risk (CAR) insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹10 lakhs and with a limit of ₹2 lakh per accident.

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

The Contractor shall be responsible for any Liability which may be excluded from the insurance policies referred to above and also for all other damages to any person, animal or any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of all and any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

In default of the contractor insuring as provided above, the Employer May so insure and May deduct the premiums paid from any money due or which May become due to the contractor. The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the contractor under this clause.

The contractor shall upon settlement by the insurer of any claim made against the insurer



pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event, all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of rebuilding or reinstatement after damage shall be entitled to such extension of time for completion as the employer May deem fit but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to affect, for their respective portions of the works a similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated sub-contractor to commence work at the site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

3.20 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. **Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering.** Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

3.21 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 14<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as per Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer.

3.22. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of 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 or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be



liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.23. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.

3.24. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

3.25. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects/Bank's Engineer 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.

3.26. Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer 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 documents. 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.

3.27 **Cost of Inspection:** - The contractor shall provide, without any extra charge, all materials, tools, labour 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.

3.28 **Method of Testing:-**



(a) The system shall be tested in the manufacturer's factory/Contractor's works to ascertain the compliance of offered specifications.

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

(c) Further, the system shall be tested at the site for proper functioning and performance.

**3.29 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.

**3.30 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 authorize 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 authorize 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 apply as far as applicable.



3.31 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.

**3.32 Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:**

The following terms of payment, subject to statutory deductions, shall be applicable to this contract:

- (a) 60% value of the quoted rate shall be released on pro rata basis, after equipment's is/are tested in the factory and on delivery at site of the same together with all the ancillary items and are accepted at site by the Employers authorized representatives along with submission of following documents.
  - i. Manufacturer's inspection and test certificate
  - ii. Certificate that all the components, parts, subsystems, consumables etc., for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
  - iii. Policies of insurance as per tender conditions.
- (b) Balance 40% of the quoted rate on satisfactory completion of erection, testing, commissioning and handing over the system to the Bank and on submission of Bank Guarantee amounting to 10% of the contract amount valid for a defect liability period of 1year.
- (c) In addition, I.T. surcharge, TDS and any other statutory tax as per the Government rules shall be deducted from all the bills.

3.33 **Liquidated Damages:** Time is the essence of the contract. The entire work shall be completed within **90 days from the 14th day of letter of acceptance** failing which liquidated damages at a rate of **0.25 % of contract value per week of delay** beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. The successful tenderer shall submit a Bar Chart programme for completion of supply, erection & commissioning of the various components & sub-assemblies.

3.34 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

3.35 The payment for the system will be made by Guwahati Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Guwahati.

3.36 The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for



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whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

3.37 The Contractor shall have to submit work in computerized measurements sheet and abstract in bound volume computerized Measurement Books (MBs) duly machine numbered for pages. The pages of these measurement books should be A4 size. The MBs shall be printed in the format as mentioned by the Bank. (refer annexure). MB number will be given by the Bank.

3.38 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

3.39 The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

**Place:**

**Date:**

**Seal and Signature of Tenderer**



### **SAFETY CODE**

- 1 There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
- 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 works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of 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 whose minimum height shall be one meter.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.  
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is 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 periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.





- 14 The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like issuing and wearing mask at all times, sanitising hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.]
- 15 The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
- 16 During the work execution necessary fire safety measures shall also be taken.
- 17 The power supply for installation work will be given from nearby point of source. Extension of power supply to work areas using proper cabling and safety devices like ELCB should be taken care by contractor.

### **FIRE SAFETY**

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.



- xii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. 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.
- xv. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

### **Electrical Safety**

- i. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
- iii. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
- iv. Before commencing the welding work for the first time on any day, fire section shall be informed.
- v. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
- vi. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
- vii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- viii. None of the passages near lift lobby and staircases shall be used for stacking /dumping any kind of materials/waste.
- ix. Power supply shall be switched off from the Mains when equipment is not in use.
- x. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.



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- xi. The work site shall be properly illuminated during the work.
- xii. All the electrical works should be carried out by licensed/ authorized electricians/wiremen.
- xiii. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- xiv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- xv. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats

**Place:**

**Date:**

**Seal and Signature of Tenderer**



## **SECTION: IV -The Conditions Hereinafter Referred To**

### **Interpretation clause**

4.1 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigns and successors.
b) "Contractor" (in the case of partnership)  (in the case of individual)  (in the case of Company)	"Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.  "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.  "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 Buildings and erections 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, General Instructions to Contractors and Special Conditions, the Conditions, the Appendix, the Schedule of Quantitates and Specifications etc., attached hereto and duly signed.
e) "Notice in writing"	Or written notice 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 Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.



g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the 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 figure appearing in the Tender as the price of that item a similar percentage or proportionate provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of 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 "SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati".

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

#### 4.2 **Scope of Contract**

4.2.1 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 Employer and local statutory law. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings 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 inspection of any work covered up.
- (g) The amending and making good of any defects developed during work.



4.2.2 Scope of contract includes, but is not limited to, the following:

- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
- b) Provide materials as specified in the technical specifications.
- c) Assembly, Installation and Commissioning of all items as specified and handing over the completed to the Employer.

4.2.3 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc as required for installation, testing and commissioning of the HT electrical system.

#### **4.3 Contractor's Duties**

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

#### **4.4 Variations to be approved by Employer**

The Contractor shall submit a statement of variations giving a 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 it.

#### **4.5 Drawings, Schedule Of Quantities & Agreement**

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

#### **4.6 Work sequence**

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the 14<sup>th</sup> day after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed



work schedule, drawing in accordance with the time frame approved as per the work task schedule, prior to award of the project.

#### **4.7 Contractor's use of Estate**

The site of the work is an occupied building. Contractor's use of Estate shall be subject to following:-

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- c) Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- d) Move stored products which interfere with operations of building or the operations of other trades.
- e) Obtain and pay for use of additional storage or work areas needed for operations.

#### **4.8 Contractor to provide everything necessary at his cost**

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 same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

#### **4.9 No disruption to normal office functions**

This project is to be executed in an occupied office building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

4.10 If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building ETC. The Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.

4.11 The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of



such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

#### **4.12 Protection of Work and Property**

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record. The Contractor shall take due care for protection of the work and Employer's property.

#### **4.13 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 electric supply and other companies and/or authorities with whose systems, the installation 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 Employer, 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 receive such instructions within ten days, 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 No. 4.22 & 4.26 thereof.

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 rights, and shall defend all actions arising from 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.

#### **4.14 Setting out of work**

The Contractor shall set out the works and shall be reasonable 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 within a period of five 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 Employer.

#### **4.15 Materials and workmanship to conform to the descriptions**

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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him 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 which the Employer may require.

#### **4.16 Contractor's superintendence and representative on the works**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as 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 at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

#### **4.17 Dismissal of Workmen**

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

#### **4.18 Access to Works**

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or 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 and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

#### **4.19 Assistant Manager (Tech) / Manager (Tech)**

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager (Tech) / Manager (Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

#### **4.20 Assignments and Sub-letting**



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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

#### **4.21 Alterations, additions, Omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or 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, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

#### **4.22 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 4.26 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.

#### **4.23 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.

#### **4.24 Measurement of Works**

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) 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 Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the computerized measurement sheet enclosed in annexure.

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

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

#### **4.25 Prices for extra etc. ascertainment of**

The Contractor may, when authorized by 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 Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.14, 4.22 & 4.23 hereof with the concurrence of the Employer as herein mentioned.

Any such extra is herein referred to as authorized extra 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 is of similar character and executed under similar 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 the 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 executed 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 omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials



employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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

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

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended 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.

#### **4.27 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the 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.

#### **4.28 Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within DLP after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions 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, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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 as Security Deposit 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 material supplied by any Sub-Contractor employed on



the works who has been nominated or approved by the Employer as provided in various clauses 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 provisions of this Clause and Clause 4.2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

#### **4.29 Certificate of virtual completion and Defects Liability Period**

The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

#### **4.30 Nominated Sub-Contractor**

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which 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 are 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 whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor 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-Contractor, his servants or agents or any misuse by him or them of 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 provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

#### **4.31 Other persons employed by Employer**

The Employer reserves the right to use the Estate and any portions 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 materials for the execution of such work. 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.



#### 4.32 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 or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including fire and earthquake risk in the joint names of the Employer and the contractor ( the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute 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, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the**



**Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising there from. without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

4.33. Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

#### **4.34 Date of Commencement and Completion**

The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto or such 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 Employer may desire to delay) on or before the “Date of Completion” stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.



#### **4.35 Damages for Non-completion**

If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time granted and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, 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 moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

#### **4.36. Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorized extension of time granted by the employer, the provision of liquidated damages as stated under clause 4.36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension





of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

#### **4.37 Failure by Contractor to comply with Employer's instructions**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and 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.

#### **4.38 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 supervision 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 Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm 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 Contractor,

Or shall assign or 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,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works 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 after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or



(v) has neglected or failed persistently to observe and perform all or any of the acts, matters 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 and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate 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 works 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 Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to 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 decision of the Employer shall be final and conclusive between the parties.

#### **4.39. Termination of Contract by Contractor**

If 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 4.26 hereof.

#### **4.40. Certificates and Payments**



The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer 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 after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4.2 and 4.29 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 within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

#### **4.41. Delayed Payment**

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honoring Certificates"(90 days from the submission of final bill ) named 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 such sum ought to have been paid by the Employer until the payment.

#### **4.42. Matters to be finally determined by Employer**

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 4.2, 4.9,4.15,4.16,4.21,4.25,4.26,4.27,4.28,4.29,4.37,4.38,4.39,



4.41 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, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 4.44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

#### **4.43. Settlement of dispute 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 the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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



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

The venue of arbitration shall be RBI ,Guwahati, **INDIA**.

#### **4.44. 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 or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

#### **4.45. Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications 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 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 to the Contractor under this Contract or otherwise. 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.

#### **4.46. Abandonment of Works**

If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer 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.

#### **4.47. Return of surplus materials**

Notwithstanding anything contained to the contrary 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 purchases 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 Employer having due regard to the condition of the materials, the price to be determined not to 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 permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

**4.48. Right of Employer to terminate Contract in the event of death of Contractor, if 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.

**4.49. Accident Reports**

In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

**4.50. Marginal Notes**

The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

**SPECIAL CONDITIONS**

**4.51. Progress of Work**

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

4.52. The Contractor shall submit, in writing, **monthly** reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

**4.53. Non-disclosure clause**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and Confidential, except to the extent necessary to carry out the obligations under it or to comply



with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

**4.54 Minimum wages to the workmen:**

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

**4.55 Labour License:**

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

**4.56. Sexual Harassment Clause:**

a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

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 harassment 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 employees who are deployed within the Bank's premises.

**4.57 Provision of Rule 144 (xi) of the GFR 2017:** Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent 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 in the format given at **Annexure.**

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.

**4.58 Debarment of firms from Bidding:** A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

(i) a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract.

i. failed to disclose conflict of interest.

j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.





2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.,

3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

**Place:**

**Date:**

**Seal and Signature of the Bidder**



## SECTION V- Technical Specification

### 5.0 Introduction

Reserve Bank of India (RBI) is undertaking renovation of the electrical substation of the office building at Guwahati. The work covers supply of 3 Nos ,11 kv, 630 Amps HT VCB Panel ,(One set) Switching Cubicle with all necessary accessories, relays (over current and earth fault) for each panel, Potential transformer & CT ,battery charger with SMF battery having fire retardant casing, including dismantling and removal of existing equipment.

The equipment and systems proposed to be supplied shall be complete technically and any part not mentioned in this document but essential for proper operation of the system as a whole shall be included in the scope of work and offered as part of the complete package. The Tenderer shall clearly indicate in Part I such additional equipment/components if any with all technical details.

The total responsibility for the guaranteed safe operation of individual equipment and the system as a whole rest with the Tenderer as regards the ratings, performance and reliable, trouble free working. In this context, the Tenderer shall study the specifications carefully, visit the site and critically and establish the correctness and workability of the system.

### 5.1 Basic Requirements

The equipment covered under this specification shall be manufactured and installed in accordance with the practices outlined in relevant latest standards of the Bureau of Indian Standards. The equipment, systems and installation shall conform to the latest Indian Electricity Rules with respect to safety aspects, earthing and other essential features outlined therein, as well as fire safety aspects. **The equipment covered and electrical installation shall conform to IE rules and regulations as interpreted by CEA and the standards laid down by local Electric supply authorities of Assam & electrical inspectorate Guwahati as well as requirements indicated in the relevant IS code.** The relevant factory and site test report shall be furnished by the successful Tenderer.

The successful Tenderer shall obtain approval for the installation from the Electrical Inspectorate of Assam and any other statutory authority as may be/ become necessary. For this purpose he shall prepare all drawings submit the drawings for approval, follow-up to get the drawings approved, arrange for inspection, carryout all modifications and rectification as demanded by the authority. All costs for approvals has to be included by the Tenderer in his offer and the bank shall not entertain any extra claim on this account except statutory fees payable which shall be reimbursable on production of documentary evidence. All modifications, rectification also shall have to be carried out without extra cost to Bank.

The installation has to be carried out by an agency holding a valid license issued by the Government for carrying out installation work of the voltage classes involved under the direct supervision of persons holding valid certificate of competency issued by the



Government. The Tenderer shall furnish the particulars of the license held by him for carrying out the installation work along with particulars of certificates of competency held by his supervisory staff. Further the contractor should comply with all the requirements of the contract labour Act. In addition, the contractor has to comply with all the requirements of the local electricity authorities as per their laws/bye-laws.

The Tenderer shall visit the premises and ascertain site conditions, existing structures and other obstructions if any. The work has to be carried out in a working office building without causing inconvenience to the normal working of the Bank. No power shut down will be provided during office hours. Power shut down required for the work will be given on holidays/Saturdays/Sundays and after office hours at the discretion of the Bank. The tenderer will include suitably for these exigencies in his offer. No extra claims will be admissible later on these grounds.

All items and equipment covered under this specification have to be procured by the tenderer directly and no foreign exchange or import license will be arranged or provided by RBI.

### **5.3 Design Concepts**

The Guwahati Office building of RBI presently receives power supply at 11KV from local electric supply authorities APDCL. There are 3 Nos. 11KV VCBs (one incoming and two outgoing), 2 Nos. 11KV/433V outdoor oil type transformers (both 750 KVA) inside the building to cater the lighting, air conditioning and all other loads of the main office and annexed building.

It is proposed to replace the existing HT 11 KV VCB panel with 630 Amp, 3 no. Cubicle (One incoming and two outgoing.)

### **5.4 Scope of Work**

The scope of work of the Contractor shall cover procurement, fabrication, assembly, testing, packaging, and supply at site, storage, erection, and installation of various equipment forming part of the specification. The scope of work shall also include testing of HT switchgears at manufacturers' works, carrying out of various pre commissioning checks on individual equipment and system, testing and commissioning and handing over of all equipment covered in the specification. In addition, the contractor shall carefully dismantle, remove and take away the existing equipment/materials as indicated in the specifications.

- The scope of work shall also include the following:
  - Supply of HT panels with associated works.
  - Delivery of all equipment materials to Bank's site at Guwahati including packing, handling, transporting, loading/unloading at site in Chandigarh .
  - Erection, commission, testing of HT electrical equipment including termination of the existing cable and handing over the system to Bank.
  - Providing all-inclusive service including all spares, etc. during warranty period.



- Carefully dismantling the old HT cable and re-termination with proper safety as per IS standard .
- Supply and laying of control cable and termination from transformer bucholz relay to breaker point
- All minor building works, such as equipment's foundation if required cutting and making good holes, grouting of channels belts as required. Cutting and making good damages etc.
- Provision of supports / clamps for equipment's, cables etc. wherever required.
- Small wiring, inter-connection etc. inclusive of all materials and accessories, necessary to comply with the regulations as well as proper and trouble-free operation of the equipment.
- All bolts, nuts and washers placed in panel positions shall be treated to prevent corrosion, by hot dip galvanizing or electro galvanizing to service condition. Appropriate precautions shall be taken to prevent electrolytic action between dissimilar metals.
- Closing of the cable entry points in sub-station against seepage of water, rodents etc.
- Tools and tackles required for handling and installation.
- All Equipment shall be designed to obviate the risk of accidental short circuit, due to animals, birds, insects, mites, rodents, or micro-organisms.
- Necessary testing equipment's for commissioning.
- Watch and Ward of materials and/or installation and equipment's till their handing over to the department.
- Liaison with statutory body and arranging for testing and obtaining valid permission for energizing the system.

## **5.5 Equipment**

The technical specification for the various items of the equipment under the tenderer's scope of work shall be as follows:

### **5.5.1 11KV Switchgear Distribution Board /panel .**

The substation shall comprise of one set of 3 No panel, (one income, two outgoing ) indoor, factory assembled, 11KV, switchgear distribution board conforming to IS ( recent amendment ). The board shall be factory assembled and wired, totally enclosed, dead front, fully interlocked and compartmental design with the major components viz. vacuum circuit breaker ( vertical/horizontal isolation type), copper bus-bars, current transformers, and cables, metering and control devices located in different metal/insulated partitioned



compartments. Metal barriers shall be effectively earthed and insulated barriers shall be arc proof to ensure operator safety.

The switch gear cubicle shall be fabricated out of heavy gauge CRCA sheet steel having minimum thickness of 3 mm for load bearing members and 2 mm for non load bearing members or as per manufacturer's standards. The switchboard assembly shall be capable of withstanding stresses set up during severe short circuit conditions. The enclosure shall generally conform to IP 5x degree of protection.

The bus bars shall be made of copper and shall be air-insulated and housed in a separate metal clad chamber at the top. The electrical clearances between live parts and between live part and earth shall not be less than 125mm or as per design of the manufacturer. The cross section of bus bars shall be adequate to limit the temperature rise to 45deg C while carrying rated current.

The cable compartment shall be located at the bottom and shall be accessible through bolted cover plates at the rear. The current transformers shall also be located in the cable compartment.

The metering and control devices, protective and auxiliary relays, indicating lamps etc. shall be located in a separate compartment in the front, above the circuit breaker compartment and the operating height of control devices and location of indicating instruments shall not exceed 2000mm.

For Earthing 11KV breakers, one draw out type earth truck with safety interlocks, suitable for use for all the circuit breakers, with facility for voltage monitoring and annunciation to prevent wrong insertion under live conditions shall be provided.

Low voltage internal wiring of the distribution board shall be of 1100V grade stranded copper conductor, PVC insulated and PVC sheathed wires of core size not less than 2.5sq.mm for control circuit wiring. All control cable terminations shall be provided with white/yellow grip type ferrules for identification numbering. The control cable terminals shall be located to facilitate easy accessibility. All control cables within the distribution board shall be carried in earthed metallic flexible conduits or metallic troughs, which shall be accessible for cable replacement and shall be fitted away from the electrical flash over zones in the board.

A copper earth bus shall be provided at the bottom of the switch board throughout its length. The switchboard, devices and terminal blocks shall be provided with legibly engraved inscription plates for identification. The switchboard shall be provided with caution notice boards conforming to IS in the front and rear.

The circuit breaker compartment of the switchboard shall have a fixed and a moving portion, fixed portion being part of the switchboard. The moving portion shall contain the circuit breaker of horizontal draw-out design mounted on a truck. The circuit breaker compartment shall have a front hinged door after opening of which the circuit breaker shall be accessible.



The design of the board shall permit the moving portions to be withdrawn and provide for isolation of the main contacts by means of plug and socket connections. Automatic safety shutters shall be provided over the isolating contacts in the stationary portion and shall be so designed as to close firmly over the contacts when the circuit breaker is in drawn out position.

Potential transformers of ratio 11000/110 V shall be installed connected to the line side and mounted on the draw out circuit breaker carriage.

The draw out mechanism of the circuit breaker shall permit smooth operation without jerk. It shall be possible to engage and lock the breaker in "**Service**" i.e., fully drawn in and "**Isolated**" i.e., fully drawn out position without opening the cubicle front door. In the "**test**" position, the circuit breaker shall be drawn out with the low voltage circuit connected to permit testing. Suitable earthing connection of make first, break last design shall be provided between the circuit breaker truck and the switch board so that earth continuity is maintained in "**Service**" and "**Test**" positions.

All secondary connection between the fixed and moving portions of the equipment shall make positive pressure contacts without any possibility of loose connections. Flexible jumper connection with plugs and sockets shall be provided with the breaker for testing when in drawn out position.

In the design of the switchgear the following positive inter locking shall be provided.

- Interlock to prevent movement of truck to "Service" position without engaging secondary plug socket connections.
- Interlock to prevent disconnection of secondary plug socket connection in "Service" position.
- Interlock to prevent withdrawal of truck past "isolated" position without disconnecting secondary plug socket connection.
- Interlock to prevent switching ON of breaker unless truck is properly engaged in "Service" or "isolated" positions.
- Interlock to prevent movement of truck with breaker "ON".
- Interlock to ensure that the breaker truck is in "Isolated" position before closing the integral earth switch if provided.
- Interlock to prevent insertion of truck to "Service" position with earth switch "ON".
- Interlock to prevent opening of cubicle door with the breaker "ON" while in "Service" position.
- It shall be possible to achieve "Service" and "Isolated" positions of breaker truck with compartment door closed.

The circuit breaker shall be vacuum, 11KV, 630 A continuous and 25 KA for 3 seconds rated, fully interlocked horizontal draw out design. The circuit breaker shall have shunt trip coil, motor operated spring charged closing mechanism. The circuit breaker shall be of tested and proven design and the tenderer shall furnish type test certificates along with



his offer for short circuit making and breaking capacities, electrical and mechanical endurance tests and power frequency and impulse voltage withstand tests for the circuit breaker panel.

The circuit breaker shall have contact wear indicator. The material and geometry of contacts shall ensure low chopping currents and the switching over voltages shall be minimum. The circuit breaker shall be capable of switching the magnetizing current of 750 KVA transformer. The circuit breakers shall be provided with necessary auxiliary switches for indication, control, interlocking, protection or other purposes. Four sets of spare auxiliary contacts, two normally closed and two normally open shall be left free wired up to the control terminal block.

Auxiliary Power Supply – Low voltage DC source will be provided for protection relays, control of breakers, signaling etc. with the following specifications of the battery system.

Rate voltage	24/30 V DC
Amp. Hour capacity	100 Ah, 10 hours rating discharge
Type of battery	Sealed maintenance free and Fire Retardant casing
Battery charging equipment	Suitable for 1 ph, 230 volts $\pm 5\%$ for feeding a DC load of 35A with DC output 30V. Ripple factor not to exceed 3%. Trickle charge suitable for working on 230 V AC supply complete with boost chargers, alarm communication failure, AC & DC fuse, ammeter, voltmeter, indicating lamps, HRC fuses, rotary switches. The DC supply cubicle will be made from sheet steel of 2 mm duly treated and painted with approved shades with louvers for ventilation with input and output terminals at the bottom of the panel.

Technical particulars of the switch board shall be as follows:

<b>General</b>	
Type	Indoor
Nominal system voltage	11KV
Phase	3
System frequency	50 Hz
Mounting	Floor



Busbar	Tinned Copper of adequate size to meet the tender specifications
Earth Busbar	Tinned Copper of adequate size to meet the tender specifications
System earthing	Solidly earthed
<b>Circuit breaker</b>	
Type of circuit breaker	Vacuum
Isolation type	Vertical/Horizontal
No. of breakers	3 (1 incomer and 2 outgoing)
Voltage rating	11KV,
Continuous current rating of circuit breaker in enclosure	630 A
Rated short circuit interrupting capacity of circuit breaker	25KA
Rated insulation level	
Rated impulse/withstand voltage for one second	75KV/28 KV RMS
Degree of protection of enclosure	IP 5x
Terminal arrangement	Incoming and outgoing feeders shall be suitable for terminating, 1 run of 3CX185 sq. mm XLPE insulated armored PVC sheathed 11KV grade cable.
<b>Accessories</b>	
Potential transformer	11000/110V for measuring & protection for incoming panel rated at 50 VA 3 ph class 1.0.  Shall be built of CRGO steel of resign cast type, protected by HRC fuse.
Current transformer	a) 1 set dual core, dual ratio winding rated 300/150/5+5A for incomer with protection class 5P10 with class 0.5 for metering and burden 15VA





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	b) 2 sets dual core, dual ratio each rated 150/75/5+5A for outgoing feeders with protection class 5P10 with class 0.5 for metering and burden15VA.
Instruments and meters	
Voltmeter	0-15KV Digital with selector switch for incomer breaker and outgoing breakers
Ammeter	Digital with selector switch 1 No. 0-150A and 2 Nos. 0- 75A
PF meter	Digital for incomer
Tri-vector meter	1 No. for incomer
Protective relay	Microprocessor Based Short circuit, earth fault and over current protection with all necessary tripping devices with access for reset from the front with anti-pumping.
Earthing switch	One draw out type earth truck with safety interlocks, suitable for use for all the three circuit breakers, with facility for voltage monitoring and annunciation to prevent wrong insertion under live conditions.

<b>Panel</b>	
Front access	Hinged door
Rear access	Bolted cover
Paint(weather proof )	
Material	Epoxy resin based powder
Shade (inside)	As directed by Bank's Engineer
Shade (outside)	As directed by Bank's Engineer
Procedure	Pre-treatment and powder coating
Nameplate material	Aluminium anodized with white letters on black background
Main busbars	
Material	Copper
Rated short circuit current	25 KA



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Rated current	630 A
Cross section for each phase	Adequate size to meet the tender specifications .
Color coding	Colour polyester tape marked with L1, L2, L3 at suitable locations
Earth busbar	
Material	Copper
Rated short circuit current	25 KA
Rated current	630 A
Cross section	Adequate size to meet the tender specifications.
Colour coding	Colour polyester tape marked with E at suitable locations
Feeder connections	
Material	Copper
Cross section	Adequate size to meet the tender specifications.
Auxiliary supply	
Circuit breaker motor operated spring charged closing/opening mechanism circuit voltage	24-30 V DC or Voltage as per manufacturer design
Metering circuit voltage & source	110 V AC from PT
Tripping circuit, closing circuit and indication voltage	24-30 V DC
Amp Hour capacity	100 AH at 10 hour rating discharge
Type of battery	Sealed maintenance free and Fire Retardant casing
Accessories required	MS battery stand
Sundry for each breaker	
On/Off indicator	Red/Green
Phase	RYB
Trip Circuit Healthy	Amber
Auxiliary contacts	4 Nos. NO/NC



Space heater	One
Cubicle lamps with switch	One
Multicore FRLS copper conductor cable	For all protection including transformer
Indicating lamps	LED
Space heater	Space heaters where provided shall be suitable for continuous operation at 240V supply voltage. On-off switch and fuse shall be provided. One or more adequately rated permanently or thermostatically connected heaters shall be supplied to prevent condensation in any compartment. The heaters shall be installed in the lower portion of the compartment and electrical connections shall be made from below the heaters to minimize deterioration of supply wire insulation. The heaters shall be suitable to maintain the compartment temperature as per design, above the outside air temperature to prevent condensation. This shall be demonstrated by tests.

### 5.5.2 Tests and Inspection

1. Assembly Inspection, all small wiring connection, relay calibration, setting test by secondary and primary injection
  2. Operation test, insulation test (5000v megger)
  3. Power frequency voltage test
  4. Measurement of resistance of main circuit
  5. Functional test on control circuit, any other test by license/ inspector of ASSAM GOVT.
  6. Verification of type test reports.
- \* Short circuit making and breaking currents
  - \* Peak withstand current and short time current
  - \* Small inductive breaking current.



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\* Impulse voltage withstand.

\* Electrical endurance

**Place:**

**Date:**

**Seal and Signature of Tenderer**



**List of Approved Makes**

The Tenderer shall indicate against each item of equipment/ accessories, the make or manufacturer's name from whom the equipment/ accessories will be procured. The make of equipment shall be from among those mentioned in this section or equivalent only. The technical catalogue of the product to be uploaded in the part 1 of the tender.

<b>Description</b>	<b>Bank's approved makes</b>	<b>Make offered by the tenderer</b>
H T breaker (VCB)	ABB, Areva, Crompton, Siemens, Merlin-Gerin, Siemens, L & T and Schneider or equivalent	
Microprocessor based Protective relays/releases for VCBs	L&T, Alstom, Siemens, Crompton, Merlin Gerin, ABB, Schneider, or equivalent	
Indicating meters	AE, IMP, Enercon, Krycard, Socomec or equivalent	
Control and selector switches	Kaycee or equivalent	
Push buttons and indicating lamps	L&T, Teknik, Schneider, Siemens or equivalent	
Control terminals	Wago, Schneider or equivalent	
CTs and PTs	kappa, ECS, Pragati, AE or equivalent	
Tri-vector meter	Enercon, Secure, AE or equivalent	
Indicating Lamps (LED)	L&T, Siemens, Teknic or equivalent	



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Push Buttons	L&T, Siemens, Teknic or equivalent	
Lugs	Dowells, Jainsons or equivalent	
Cable termination kit	Raychem, 3M, M Seal or equivalent	
HRC Fuses	L&T, Siemens, Alsthom or equivalent	
Energy Manager	Enercon, Krycard, AE, Socomec or equivalent	
SMF and Fire retardant casing	Exide, Amar Raja, Panasonic, or equivalent	

**Date:**

**Place:**

**Seal and Signature of the Bidder**



**Section VI- Technical Details to be furnished by the Bidder**

**Equipment Data Sheet (to be filled up by bidder)**

The Tenderer shall study the technical parameters carefully and furnish guaranteed technical particulars of the equipment as required in the technical data format for each item of equipment detailed in the following pages. If any additional information is also to be enclosed the same may be furnished in separate sheets with proper cross reference. The data sheets have to be duly signed on each page by the tenderer. Incomplete technical data format may cause rejection of the tender.

**(8.1) 11KV Switchgear Distribution Board**

Make	
Model No.	
Standards followed	
Degree of protection of enclosure	
Continuous current rating of busbars at 45 deg. C ambient in enclosure	
Material and size of busbars	
Thickness of sheet steel for enclosure	
Make and type of circuit breaker	
Short time current rating, KA	
Rated voltage, KV	
1 minute power frequency withstand voltage	
Impulse voltage withstand capacity	
Continuous current rating of circuit breaker	
Rated symmetrical breaking capacity	
Rated low power factor, small inductive breaking current	
Break time, ms	
Make time, ms	
Type of operating mechanism	



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Overall length, width and height of assembled switchboard (mm)	
Supporting documents for type tests	
Switchboard earthing	
(a) arrangement of earthing(earth switch/earth truck)	
(b) Material of earth bus	
(c) Nominal section, sq mm (size of busbars)	
Tri-vector meter	
(a) Make	
(b) Type	
Microprocessor based Over current and earth fault relay	
(a) Make	
(b) Model No	

**Place:**

**Date:**

**Seal and Signature of Tenderer**





### Test Certificate and Maintenance Guarantee

I/We certify that the installation detailed below has been installed by me/us and tested and that to the best of my/our knowledge and belief, it complies with Indian Electricity rules as amended from time to time.

Electrical installation at

---

Voltage and system of supply

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(a)	Particulars of work	Nos./Meters	Capacity	Test results *
1	HT breakers			
2	LT ACBs			
3	Capacitor panels			
4	HT cables			
5	LT cables			

\* Add extra sheets if required.

(d)	Earthing
1	Type of material & size of electrode
2	Number of electrodes
3	Size of material of earth wire
(e)	Test results
1	Insulation resistance for the whole installation
	(i) Between conductors
	(ii) Between each conductor and earth
2	Resistance of earthing electrode or earthing system
3	Maximum earthing resistance of installation
4	Insulation resistance at underground cables
5	Polarity test



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

I/We guarantee the installation for a period of twelve months against defective materials and workmanship, the guarantee commencing from the date the installation is taken over by the owner and during the period of guarantee I/we shall rectify or replace defects in material or workmanship free of cost to the owner.

I/We submit herewith six sets of drawings showing the installation and layout as actually executed.

\_\_\_\_\_

(Signature of Supervisor)

\_\_\_\_\_

(Signature of Contractor)

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Check List**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms</b>	<b>Whether acceptable to the bidder or not (please indicate YES or NO)</b>
1.	Validity	90 days from the date of opening of tender Part-I	
2.	EMD	₹50,000/- by DD/NEFT/BG	
3.	Terms of payment for equipment	As per clause 3.32 of Section III of the Tender Document	
4.	a. Prices	a. Firm, inclusive of all taxes, duties, insurance, levies during the contract period., including GST	
5.	Technical Specifications	As per Section V and Section VI (data to be filled completely)	
6.	Warranty period	12 months from date of handing over of the entire system.	
7.	After-sales service	TWO free service during the warranty period including replacement of any spares/materials/ assembly/ equipment/ software if found necessary.	
8.	Completion period	90 days from 14th day of date of work order.	
9.	Liquidated damages	@0.25% of the contract amount per week of delay subject to maximum of 10% of the contract value for the delayed period.	



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

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

Place:

Date:

Seal and Signature of Tenderer

**Note:-**

- (i) In case of tenderer accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.
- (ii) In case of tenderers proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.



**Appendix Hereinbefore Referred To**

1.	Defects Liability Period	12 months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months from the date of final commissioning.
3.	Date of Commencement	14 <sup>th</sup> day from the date of letter of award.
4.	Period of Completion	90 days from the 14 <sup>th</sup> day of issue of work order.
5.	Liquidated damages for delay in completing the work	@ 0.25% of the contract value per week of delay subject to a maximum of 10% of the contract value.
6.	Value of works for interim payment	As per payment terms and conditions

Place:

Date:

Seal and Signature of Tenderer



**Unpriced Schedule of quantity**

S/N	Description	Qty.	Unit
01	Supply, installation, testing and commissioning of indoor cubical type 11 KV panel comprising of of 3 Nos. 630 Amp. Vacuum circuit breakers(one incomer and two outgoings) individually complete with all CT, PT for protection, metering, relays and battery charger, suitable size & capacity, tinned copper Bus bar with heat shrink PVC sleeve/Interconnection cabling, ii) SMF battery of Fire retardant casing including supply, fixing and laying of all required control/protection and multicore FRLS armored copper cabling from both the transformer Bucholtz/ protective relays/controls etc., not exceeding about 30 meters , all accessories, fault indicator-audio-visual alarm system on panel, necessary hardware, connection etc., to complete the job & as per detailed in tender part 1 & directed by Bank's Engineer. <b>(Amount to be quoted including GST )</b>	01	set
02	Supply, erection, testing and commissioning of push on type cable termination kit( for all three no panel) with all accessories, copper lugs etc, suitable for 11 KV, 3 C X 185 sq. mm XLPE cable and as directed by Bank's Engineer.  Works involves disconnection in existing panel and reconnection/ termination etc. <b>(Amount to be quoted including GST)</b>	01	Set.
03	Rebate for dismantling and taking away under buy back scheme of the existing 630 A, Crompton Greave Switch gear VCB (3 Nos.) and associated panel etc.	01	Set



**ANNEXURE-A**

**COMPOSITION OF THE FIRM/ COMPANY**

(To be uploaded by the Tenderer along in the e-tendering portal)

(SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati)

1	Name of the Applicant / Organisation and address of the registered office	
2	PAN No.	
3	GSTIN	
4	Type of Applicant /Organisation (whether sole proprietorship / partnership/ private limited/ limited or co-operative body etc.)	
5	Name of the Proprietor / Partners /Directors of the Applicant / Organisation /Firm.	
6	Details of Registration (Firm, Company, etc.) Registering Authority, Date, Number etc.	
7	Registered Office, Address, Mobile No:	
	Email Id	
	Office Address through which the work will be handled	
8	Indicate if involved in any litigation	
9	Any civil suits pending in any of the works executed. Give details.	

**Declaration:**

The above information, is true to the best of my / our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.

I/We agree to abide by all the terms and conditions stipulated by the Bank.

I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



**ANNEXURE-B**

**List of Similar Works Executed by the Organization during Last Five Years**

Sl. No.	Name of the work & Location	Nature & Specification of Works	Name, address & telephone no. of the owner. (Govt./Semi-Govt./Pvt. Body)	Name and address of the Officer under whom the work was carried out	Contract Amount	Completion Period		Whether the work Was left incomplete or contract was terminated from either side – Give details	Any other relevant information on including reason, if any, for delay in completion of work
						Stipulated	actual		

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**





**ANNEXURE-C**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK**

**(To be uploaded by the Tenderer along in the e-tendering portal)**

- 1) Name of the Company/Agency/Firm:
- 2) Composition of the company/agency/firm:
- 3) Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
- 4) Type of Account:
- 5) Account Number:
- 6) Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
- 7) Dealings:
- 8) The period from which the company/agency/firm has been banking with the bank:
- 9) Any other remarks:
- 10) You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost of Rs.

\_\_\_\_\_

(Signature) For the Bank Place:

Date:

Note:

- i. Bankers' certificates should be on letter head of the bank
- ii. In case of partnership firm, certificate to include names of all partners as recorded with the bank.
- iii. Scanned copy (PDF format) of the original must be uploaded while submitting the e- tender online through MSTC e-commerce portal.



**ANNEXURE-D**

**DRAFT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped as Security Bond)

\_\_\_\_\_

In consideration of Reserve Bank of India, Guwahati (hereinafter called "the Reserve Bank") having agreed to exempt M/s \_\_\_\_\_ (hereinafter called "the said bidder") from the demand under the terms and conditions of the tender for "**Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati**" (hereinafter called "the said tender") of Earnest money for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of a Bank Guarantee for Rs. ----- . We (hereinafter referred to as "the Bank") do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of Rs. ----- against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of Rs. ----- within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person.

We, \_\_\_\_\_, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of \_\_\_\_\_ or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs.\_\_\_\_\_ Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filled against us within \_\_\_\_\_ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



**ANNEXURE-E**

**FORM OF PERFORMANCE BANK GUARANTEE**

(On Non-Judicial Stamp Paper of appropriate value)

This deed of guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and Reserve Bank of India, (hereinafter called "RBI") of the other part

Whereas RBI, has awarded the Contract for -----(Name of the Project).....

-----

for Reserve Bank of India (hereinafter called the "Contract") to \_\_\_\_\_ (Name of the contractor) \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words).

1. Now we the undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee RBI the full amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (Amount in figures and Words) as stated above.

2. After the Contractor has signed the aforementioned Contract with RBI, the Bank is engaged to pay RBI, any amount up to and inclusive of the aforementioned full amount upon written order from RBI to indemnify RBI for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by RBI immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the contractor. The Bank shall pay to RBI any money



so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

- 3. This guarantee is valid till \_\_\_\_\_ (date to be mentioned) (date of virtual completion) or the extended period, thereof)
- 4. At any time during the period in which this guarantee is still valid, if RBI agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para Numbered 2 above, it is understood that the Bank will extend this Guarantee under the same terms and conditions for the required time on demand by RBI and at the cost of the contractor.
- 5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 6. The neglect or forbearance of RBI in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by RBI for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 7. The expressions "RBI", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the -----  
-- day of ----- (Month) **2024** being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized Bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank:  
.....  
.....



SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of :

WITNESS-1

WITNESS-II

Name: .....

Name: .....

Address: .....

Address:.....

Signature: .....

Signature:

.....



**ANNEXURE-F**

**PRO-FORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

(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).

Regional Director  
Reserve Bank of India  
Estate Department  
Guwahati-781001

Date:  
Place:

Madam,

**Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati**

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at GUWAHATI (hereinafter called the 'Employer') has invited tenders for the work " **Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati**" (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /-(Rupees only) towards satisfactory performance on Comprehensive AMC as per the tender.

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

**NOW THIS GUARANTEE WITNESSETH**

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

2. Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection



therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

- a) Any forbearance or commission on the part of the Reserve
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

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





**ANNEXURE-G**

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

*(On Client's Letter Head)*

The Regional Director,  
Reserve Bank of India  
Guwahati-781001

Madam,

**Client's Certificate Regarding Performance of M/s \_\_\_\_\_**

Name & Address of the Client: \_\_\_\_\_  
\_\_\_\_\_

1.	Name of work with brief particulars	
2.	Agreement No.& date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	
9.	Name & address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/overseer during execution of work	
11.	i) Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	ii) Amount of work paid on reduced rates, if any	
12.	i) Did the contractor go for arbitration?	
	ii) If Yes, total amount claim	
	iii) Total amount awarded	



13.	Comments on the capabilities of the contractor	
	a) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor
	b) Financial Soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	c) Mobilization of adequate T & P	Outstanding/Very Good/Good/Satisfactory/Poor
	d) Mobilization of Manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	e) General behavior	Outstanding/Very Good/Good/Satisfactory/Poor

Signature of the Reporting Officer\* with Office Seal

**Name:**

**Designation:**

**Contact No:**

**e-mail ID:**

*(\*) Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.*

*For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.*

*(i) All columns should be filled in properly.*

*(ii) The Client Certificates should be submitted addressed to "Regional Director, Estate Department, Reserve Bank of India, Pan Bazar, Station Road, Guwahati, Assam- 781001" for each of the Prequalification work/s.*



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF 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 authorize 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 bid for the **“Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati. ”** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

**Note:**

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

Signature/(s) of the Bidder Name/(s)

Stamp/Seal of the Bidder

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



**Pro-forma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India**

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

To

**Regional Director**

**Reserve Bank of India**

**Guwahati.**

**Name of Work:** Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

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 the 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 the 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 / Certification / 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 authorised signatory of the Bidder with stamp**

**Date:**

**Place:**



**Undertaking regarding site visit by the Tenderer in order to understand the work**

To

The Regional Director

Reserve Bank of India

Estate Department

Guwahati

Dear Sir,

**Name of the Work: Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati**

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

Yours Faithfully,

(Authorised Signatory)

Name and address of the company with seal

Date:

Place:



**Undertaking regarding declaration of debarment by public institution(s)**

**(To be submitted by the tenderer on their letter head)**

**Name of Work:** Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

1. I / We \_\_\_\_\_ (Name of the bidder) declares that,

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

b) I / We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on \_\_\_\_\_ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm\* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

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

(Seal and Signature of the bidder)

Date:

Place:

(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 controlling voice. Further all successors firms will also be considered as allied firms.



**Mandate Form**

Dear Sir,

I / We hereby give my / our consent to accept the payments of my / our bills through online e-payment system.  
My Bank details are as under:-

Particulars	Details
Name of Account holder	
Address of Beneficiary with e-mail	
Telephone / Mobile Nos.	
PAN Card No.	
Bank Name	
Branch Name & Address	
IFSC Code	
Account No.	
Type of A/c (CA/SB/CC)	
Contact details of Person In-Charge of Work (Name, Mobile No and Email Id)	
Registered under GST Act, 2017 (Yes/ No)	
GSTIN	
Composition Taxable (Yes/ No)	
Registered under MSMED Act 2006 (Yes/ No)	
UAN No. (If Registered as MSME)	





SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

**\*NOTE:** It is mandatory to provide Cancelled Cheque and Copies of PAN Card, GST Registration Certificate and MSME Registration Certificate along with this form.

Signature

(Seal & Name)



**NEFT Details for effecting e-payments**

Name of the Institution: Reserve Bank of India, Guwahati

Address (in full): Reserve Bank of India, Guwahati

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Guwahati
2	<b>Account Number</b>	
3	Type of Account (Savings, Current etc.)	
4	<b>PAN Number</b>	
5	Name of the Bank	
6	Name of the Branch	
7	Address of the Bank	
8	<b>NEFT/IFS Code</b>	
9	Name of the Account	
10	GST Number	



Format of Computerized Measurement Book

भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

Guwahati office

कम्प्यूटरीकृत मापन पुस्तक

COMPUTERISED MEASUREMENT BOOK

(पेज 1 से \_\_)

(Pages 1 to \_\_)

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उसके हस्ताक्षर

Signature of the official to whom

the book is issued



## Signature of AGM-Estate Department

II

सूची

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क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO



III

मापन परीक्षण का सारांश

Abstract of Test Check Measurement

क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO	राशि AMOUNT	अधिकारी के हस्ताक्षर INITIAL OF THE OFFICER



<b>Reserve Bank of India</b>
<b>Estate Department</b>
<b>Guwahati</b>
<b>Measurement</b>
<b>Name of the work:</b>
<b>Name of vendor: M/s</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

<b>S. No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Quantity</b>

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SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

<b>Reserve Bank of India</b>
<b>Estate Department</b>
<b>Guwhati</b>
<b>Cash Abstract</b>
<b>Name of the work -</b>
<b>Name of vendor :</b>
<b>Date of commencement of work:</b>
<b>Work Order No:</b>
<b>Inward No:</b>
<b>Invoice No:</b>
<b>Date of completion of work:</b>

S. No.	Description of item	Unit	Quantity	Rate/Unit (in ₹)	Amount (in ₹)
	<b>Total</b>				

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SITC of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati

**Details of Service Set up at the place of work**

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





**Supply, Installation, Testing and Commissioning (SITC) of 630 A 3 Panel HT VCB Switching Cubical by replacing the existing VCB Panel at Reserve Bank of India, Guwahati**

**e-Tender No: RBI/Guwahati/Estate/12/24-25/ET/107**

**PART – II**

**Note:**

- 1. The bidders have to submit the bid via online mode only through MSTC NEW COMMON PORTAL.***
- 2. In MSTC Portal, bidders are required to submit the Total Amount for each of individual items (including GST and any other applicable taxes & charges).***
- 3. Bidders are advised to not to quote the amount in this document. All amounts must be quoted online in MSTC Portal. All the items in the charts are shown as representational purpose only.***



**UNPRICED BILL OF QUANTITY**

S/N	Description	Qty.	Unit	Amount (₹)
01	Supply, installation, testing and commissioning of indoor cubical type 11 KV panel comprising of of 3 Nos. 630 Amp. Vacuum circuit breakers(one incomer and two outgoings) individually complete with all CT, PT for protection , metering, relays and battery charger, suitable size & capacity , tinned copper Bus bar with heat shrink PVC sleeve/Interconnection cabling, ii) SMF battery of Fire retardant casing including supply, fixing and laying of all required control/protection and multicore FRLS armored copper cabling from both the transformer Bucholtz/ protective relays/controls etc., not exceeding about 30 meters , all accessories, fault indicator-audio-visual alarm system on panel, necessary hardware, connection etc., to complete the job & as per detailed in tender part 1 & directed by Bank's Engineer. <b>(Amount to be quoted including GST )</b>	01	set	
02	Supply, erection, testing and commissioning of push on type cable termination kit( for all three no panel) with all accessories, copper lugs etc, suitable for 11 KV, 3 C X 185 sq. mm XLPE cable and as directed by Bank's Engineer.  Works involves disconnection in existing panel and reconnection/ termination etc. <b>(Amount to be quoted including GST )</b>	01	Set.	
03	Rebate for dismantling and taking away under buy back scheme of the existing 630 A, Crompton Greave Switch gear VCB (3 Nos.) and associated panel etc.	01	Set	
<b>Net Amount = (01+ 02 – 03)</b>				