भारतीय रिज़र्व बैंक / Reserve Bank of India

सम्पदा विभाग / Estate Department

चंडीगढ़ / Chandigarh

Notice Inviting E-Tender (NIT)

Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Reserve Bank of India, Chandigarh invites open E-tender in two parts for captioned work. The estimated cost of the work is ₹61.08 lakh and is to be completed within 90 days from the 14th day of award of work.

2. **Eligibility Criteria: As per clause 4 of Section III: General Instructions to the Bidders**

3. The e-tender will be carried out by **Central Public Procurement Portal (CPPP)** https://etenders.gov.in/eprocure/app as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPP portal and procedure of e tendering has been attached at **Annexure II.** E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid and the bidders are not required to be present for opening.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum / corrigendum/ minutes/ pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment/s.

6. The schedule for the tender (SOT) is as follows

	E-Tender No.	**Tender Reference No: RBI/CHD/Estate/2026-27/5/CPPP**
i.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP

		Portal https://etenders.gov.in/eprocure/app)
ii.	Estimated Cost	₹61.08 Lakh (inclusive of GST)
iii.	Time period for completion of the work	90 days from the 14th day of award of work
iv.	Earnest Money Deposit (Only through NEFT/ Demand Draft/ Bank Guarantee)	**₹1,22,160/-** **a) NEFT / RTGS** Beneficiary Name: **RBI Chandigarh** Beneficiary A/c No: **186003001** IFSC: RBIS0CGPA01 (5th and 10th being zero) ***Note: Kindly mention your name / company name in the NEFT Transaction remarks.*** **b) Demand Draft/Banker's Cheque/Bank Guarantee:** In favour of Reserve Bank of India to be delivered in physical form at Estate Department, Reserve Bank of India, Sector 17A, Chandigarh- 160017
v.	Date of availability of E-Tender Document for download on CPP portal /RBI website	October 22, 2026 from 05:00 PM onwards
vi.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid) at	October 22, 2026 from 05:00 PM onwards
vii.	Date and time of pre-bid meeting	October 29, 2026 at 11:00 AM **Venue**: Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
viii.	Date of Publishing minutes of pre-bid meeting on RBI website/CPPP	Till October 30, 2026
ix.	Last date and time of submission of EMD	November 11, 2026 (must be reflected in our account)
x.	Last Date and time of submission of Tender	November 12, 2026 till 11:00 AM
xi.	a. Date and Time of opening of Part I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	November 13, 2026 on 11:00 AM Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions.

		The eligible bidders will be informed separately through email
xii.	Name of officers regarding any clarification on this tender /forwarding the detail of EMD etc.	Name: Nishant Pandey Email: nishantpandey@rbi.org.in Mobile Number: 8866503556 Name: Mrs. Prabhjot Kaur Email: prabhjotkaur1@rbi.org.in

Officer-in-Charge
Reserve Bank of India
Chandigarh

भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

E-Tender/bid for

भारतीय रिज़र्व बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में सीपीसीबी IV+ अनुपालित 400 केवीए डीजल जेनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य

हेतु

ई-निविदा

E-Tender

for

Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Tender Reference No: RBI/CHD/Estate/2026-27/5/CPPP

Tender ID: 2026_RBI_294226

(भाग I तकनीकी-वाणिज्यिक बोली) / (Part-I Techno-commercial Bid)

Officer-in-Charge
Reserve Bank of India
Chandigarh

Index

S.No	Particulars	
1.	Section I	**NOTICE INVITING TENDER (NIT)**
2.	Section II	**FORM OF TENDER**
3.	Section III	**INSTRUCTIONS TO THE BIDDERS**
	Section III (A)	**EVALUATION CRITERIA**
4.	Section IV	**GENERAL CONDITIONS OF CONTRACT**
5	Section V	**SPECIAL CONDITIONS OF CONTRACT**
6	Section VI	**APPENDIX HEREINBEFORE REFERRED TO**
7	Section VII	**SAFETY CODE**
		A. GENERAL SAFETY
		B. FIRE AND ELECTRICAL SAFETY
8	Section VIII	**SCOPE OF WORK**
9.	Section IX	**TECHNICAL DETAILS TO BE FURNISHED BY THE BIDDER**
10.	Section X	**UNPRICED BILL OF QUANTITY/IMAGE OF PART II OF TENDER**
	Annexures	
1.	Annexure I	Format for power of attorney for signing of proposal
2.	Annexure II	Process of E-Tendering on CPPP
3.	Annexure III	Format for details of Firm/Bidder
4.	Annexure IV	Format for Eligible works
5.	Annexure V	Format of Client certificates
6.	Annexure VI	Format for Banker's certificate/solvency certificate
7.	Annexure VII	Proforma of Bank Guarantee In Lieu Of Earnest Money Deposit
8.	Annexure VIII	Deviation in Techno- Commercial Conditions
9.	Annexure IX	Format of Article of Agreement
10.	Annexure X	Proforma of Performance Bank Guarantee /Retention Money Deposit
11.	Annexure XI	Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India
12.	Annexure XII	Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Bidder
13.	Annexure XIII	Declaration of debarment by public institutions
14.	Annexure XIV	Format for Comprehensive annual maintenance Contract
15.	Annexure XV	Proforma of tests to be carried out during pre-dispatch inspection at the OEM's factory

Section-I

Notice Inviting E-Tender (NIT)

Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Reserve Bank of India, Chandigarh invites open E-tender in two parts for captioned work. The estimated cost of the work is ₹ 61.08 lakh and is to be completed within 90 days from the 14th day of award of work.

2. **Eligibility Criteria: As per clause 4 of Section III: General Instructions to the Bidders**

3. The e-tender will be carried out by **Central Public Procurement Portal (CPPP)** https://etenders.gov.in/eprocure/app as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPP portal and procedure of e tendering has been attached at **Annexure II**. E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid and the bidders are not required to be present for opening.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum / corrigendum/ minutes/ pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment/s.

6. The schedule for the tender (SOT) is as follows

	E-Tender No.	**Tender Reference No: RBI/CHD/Estate/2026-27/5/CPPP**
i.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app
ii.	Estimated Cost	₹61.08 Lakh (inclusive of GST)
iii.	Time period for completion of the work	90 days from the 14th day of award of work
iv.	Earnest Money Deposit (Only through NEFT/ Demand Draft/ Bank Guarantee)	**₹1,22,160/-** **a) NEFT / RTGS** Beneficiary Name: **RBI Chandigarh**

		Beneficiary A/c No: **186003001** IFSC: RBIS0CGPA01 (5th and 10th being zero) ***Note: Kindly mention your name / company name in the NEFT Transaction remarks.*** **b) Demand Draft/Banker's Cheque/Bank Guarantee:** In favour of Reserve Bank of India to be delivered in physical form at Estate Department, Reserve Bank of India, Sector 17A, Chandigarh-160017
v.	Date of availability of E-Tender Document for download on CPP portal /RBI website	October 22, 2026 from 05:00 PM onwards
vi.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid) at	October 22, 2026 from 05:00 PM onwards
vii.	Date and time of pre-bid meeting	October 29, 2026 at 11:00 AM **Venue**: Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
viii.	Date of Publishing minutes of pre-bid meeting on RBI website/CPPP	Till October 30, 2026
ix.	Last date and time of submission of EMD	November 11, 2026 (must be reflected in our account)
x.	Last Date and time of submission of Tender	November 12, 2026 till 11:00 AM
xi.	a. Date and Time of opening of Part I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	November 13, 2026 on 11:00 AM Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email
xii.	Name of officers regarding any clarification on this tender /forwarding the detail of EMD etc.	Name: Nishant Pandey Email: nishantpandey@rbi.org.in Mobile Number: 8866503556 Name: Mrs. Prabhjot Kaur Email: prabhjotkaur1@rbi.org.in

Officer-in-Charge
Reserve Bank of India
Chandigarh

ई-निविदा सूचना

भारतीय रिज़र्व बैंक के चंडीगढ़ स्थित मुख्य कार्यालय भवन में सीपीसीबी IV+ अनुपालित 400 केवीए डीजल जेनरेटर सेट की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य

भारतीय रिज़र्व बैंक, चंडीगढ़ शीर्षांकित कार्य हेतु खुली ई-टेंडर आमंत्रित करता है। इस कार्य की अनुमानित लागत ₹61.08 लाख है और इसे काम सौंपे जाने के 14वें दिन से 90 दिनों के भीतर पूरा किया जाना है।

2. **योग्यता मानदंड: सेक्शन III के क्लॉज़ 4 के अनुसार: बोलीदाताओं के लिए सामान्य निर्देश**

3. भारतीय रिज़र्व बैंक की ओर से **e-tender** की प्रक्रिया (**CPPP)** https://etenders.gov.in/eprocure/app द्वारा एक थर्ड पार्टी के तौर पर पूरी की जाएगी। इसलिए, इच्छुक फर्मों को टेंडरिंग प्रक्रिया में भाग लेने के लिए **CPP** पोर्टल पर रजिस्टर करना होगा। **CPPP** पर रजिस्ट्रेशन और **e-tender** की प्रक्रिया से जुड़ी जानकारी **Annexure II** में दी गई है। **E-Tender** ऑनलाइन दो हिस्सों में जमा किया जाएगा। **E-tender** के पहले हिस्से (**Part I)** में प्रस्तावित बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, और दूसरे हिस्से (**Part II)** में बैंक की मात्राओं की अनुसूची निर्धारित की गयी है। टेंडर के पहले हिस्से के साथ सभी ज़रूरी **Annexure** और दस्तावेज़ी सबूत भी अपलोड करने होंगे। यह एक **e-tender** बिड है और बिड खोलने के समय बिडर्स का मौजूद रहना ज़रूरी नहीं है।

4. बैंक सबसे कम बोली को स्वीकार करने के लिए बाध्य नहीं है और उसके पास किसी भी टेंडर को पूरी तरह या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित है। बैंक के पास अपनी मर्जी से किसी भी या सभी टेंडरों को बिना कोई कारण बताए अस्वीकार करने का अधिकार सुरक्षित है।

5. बैंक के पास ऐडेंडम / सुधार / मिनट्स / प्री-बिड मीटिंग से जुड़ी जानकारी जारी करने का अधिकार है, जिसे सिर्फ़ RBI और CPPP की आधिकारिक वेबसाइट पर ही पब्लिश किया जाएगा। ऐसे अपडेट निविदा दस्तावेज़ का अहम हिस्सा होंगे और अलग-अलग बोली लगाने वालों को कोई अलग से सूचना नहीं भेजी जाएगी। किसी भी बदलाव के लिए इन पोर्टल्स पर नज़र रखना पूरी तरह से बोली लगाने वाले की ज़िम्मेदारी है।

6. निविदा की समय-सारणी निम्नानुसार है:-

क	ई-निविदा सं.	**Tender Reference No: RBI/CHD/Estate/2026-27/5/CPPP**
ख	ई-निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाईन **Central Public Procurement Portal (CPPP -** https://etenders.gov.in**)** पर भाग **I -** तकनीकी वाणिज्यिक बोली तथा भाग **II** - मूल्य बोली
ग	अनुमानित लागत	**₹ 61.08 लाख (**जी. एस. टी. सहित)
घ	कार्य समाप्ती की तिथि	काम सौंपे जाने के 14वें दिन से 90 दिन
ड़	बयाना राशि	**₹1,22,160/-** o) **NEFT / RTGS** Beneficiary Name: **RBI Chandigarh** Beneficiary A/c No: **186003001** IFSC: RBIS0CGPA01 (5th and 10th being zero)

		Note: Kindly mention your name / company name in the NEFT Transaction remarks. **b) Demand Draft/Banker's Cheque/Bank Guarantee:**
च	ई-निविदा दस्तावेज़ बैंक की वेबसाइट एवं सीपीपी पोर्टल से डाउनलोड करने की प्रारम्भिक तिथि	**22 अक्तूबर 2026** को साँय **05:00** बजे से
छ	**CPPP - https://etenders.gov.in** पर ई-निविदा **(**ऑनलाइट तकनीकी-वाणिज्यिक बोली और मूल्य बोली**)** प्रारंभ होने की तिथि	**22 अक्तूबर 2026** को साँय **05:00** बजे से
ज	बोली पूर्व बैठक की तिथि एवं समय	**29 अक्तूबर 2026** को पूर्वाह्न 11:00 बजे स्थान: संपदा विभाग, तृतिय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
झ	बयाना राशि जमा करने की अंतिम तिथि	**11 नवम्बर 2026**
ञ	ई-निविदा **(**तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली**)** बंद होने की तारीख	**12 नवम्बर 2026** को पूर्वाह्न **11:00** बजे
ट	**i.** ई-निविदा का भाग **I (**अर्थात तकनीकी-वाणिज्यिक बोली) एवं भाग-**II (**मूल्य बोली**)** खोलने की तारीख	**13 नवम्बर 2026** को पूर्वाह्न **11:00** बजे
ठ	इस टेंडर के बारे में किसी भी स्पष्टीकरण हेतु	नाम: निशांत पांडेय ईमेल: nishantpandey@rbi.org.in मोबाइल नं.: 8866503556 नाम: प्रभजोत कौर ईमेल: prabhjotkaur1@rbi.org.in

प्रभारी अधिकारी
भारतीय रिज़र्व बैंक,
चंडीगढ़

Section II
Form of Tender

Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Madam/Dear Sir,

Having examined the drawings, specifications, designs and Bill of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum 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 Bill of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the General Instructions to Bidders, Articles of Agreement, special condition of contract, general condition of contract hereinbefore referred to, specifications, data sheet and Bill of Quantities and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

i.	Name of works	**Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh**
ii.	Estimated cost	₹61.08 Lakh
iii.	Payment Terms	As per clause 3 of Section V Part I of tender
iv.	Earnest Money Deposit (EMD)	₹1,22,160/- (EMD shall be submitted by all the bidders)
v.	Performance Bank Guarantee (PBG)	As per clause 2 of Section V Part I of tender
vi.	Time of completion	As per clause 1 of Section V Part I of tender
vii.	Amount to be deducted from each bill	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document or submit BG of @ 5% of contract value.

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days** from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the **Bank Guarantee towards earnest money deposit (EMD)** valid during the entire

period of validity of tender and the extended period, if any, as per enclosed proforma **(Annexure VII).**

3. Should our tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract. In the event of any default on our part, we acknowledge the Bank's right to forfeit our Earnest Money Deposit [EMD] and agree to pay the Bank or its successors, or assignees or nominees, any such sums of money as are stipulated in the said conditions.

4. Should our Tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the Tender. In the event of any default thereof, we acknowledge the Bank's right to forfeit Earnest Money Deposit (EMD) and agree to pay to the Bank or its successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

5. We acknowledge that you reserve the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason thereof. If we fail to execute the Contract when called upon to do so, we hereby agree that EMD deposited shall be forfeited by the Reserve Bank of India.

6. We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents. We undertake not to communicate any information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same nor shall we use the information in any manner that could be prejudicial to the safety, security or interests of the Reserve Bank of India.

Dated this ……..day of …….. 2026.

For and on behalf of M/s ……..

_____

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed as per format Annexure I.)

Section III
General Instructions to the Bidders

This is an open e-tender enquiry in two parts i.e. Part I (Techno Commercial) I & Part II (Price bid). Only those bidders who are qualified for the work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender.

2. **Brief Scope of work**: A brief scope of the work is as below

- Supply & delivery of all 400 kVA CPCB IV+ or more compliant DG set in acoustic enclosure and microprocessor-based AMF panel with equipment along with any other material required for the captioned work to Bank's site at RBI, Chandigarh including insurance, packing, handling, transporting, loading / unloading etc. at site.
- Installation, Testing, Commissioning and Handing over of the DG set with AMF panel and other accessories at Reserve Bank of India, Chandigarh's Main Office Building to Bank after dismantling and taking away old 380 kVA DG set and AMF panel under buyback, on as is where is basis.
- The Contractor has to obtain approval from Chandigarh Pollution Control Committee (and/ or and other central/ regional pollution controlling authority having jurisdiction in this matter), Electrical Inspectorate, Chandigarh Engineering Department and any other statutory authorities having jurisdiction in granting necessary permission for installation & operation (viz., consent to establishment and consent to operation) of a 400 kVA DG set in the Bank's Main Office Building in Chandigarh, and submit the same to the Bank. The Bank will reimburse the requisite fee, if any, paid to the any such statutory authority. However, performing the necessary liaisoning works etc. with respective local/ central authorities for obtaining the same will be the responsibility of the contractor. For this purpose, s/he shall prepare all drawings, submit them for approval, follow up to get the drawings approved, arrange for inspection, carry out all modifications and rectifications as demanded by the authority. All costs for approvals have 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 modification, rectifications also have to be carried out without extra cost to the Bank.
- Providing regular Inspection, Upkeep, periodic servicing and upkeep of DG set etc. during defects liability period of one year from the date of completion of work and subsequently, comprehensive maintenance contract for 9 years under.

However, detailed scope of the work is mentioned at **Section VIII** of this tender.

3. **E-Tender on CPPP**: The procedure for e -tendering has been detailed at Annexure II. The details of firms required to be furnished in format specified at Annexure III. The estimate cost of the work with completion period has been mentioned in section I.

4. **Eligibility Criteria**: Only OEMs (original equipment manufacturers) /Authorized Dealers of OEM, who fulfill following criteria:

4.1 **Duration of past experience**: Should have minimum 5 years of experience of executing similar works* (during last 5 years before September 30, 2021). Bidders 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 for delay, if any, etc. The bidder should submit documentary evidence in support of minimum experience of 5 years

and

4.2 **Minimum value of each completed work (qualifying)**: Experience of having successfully completed similar works* during last 5 years i.e. from October 01, 2021 to September 30, 2026 as per the following:

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

or

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

or

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

*** Similar work**: Supply, Installation, Testing and Commissioning (SITC) of 400 kVA Diesel Generator set in institutional buildings, public places, commercial spaces, or government buildings.

and

4.3 **Yearly turnover**: 100% of estimated cost or more during the last three financial years ending 31st March 2026.

and

4.4 **Solvency:** Should furnish solvency certificate issued by the bidder's banker, specifically for the purpose of the work, for an amount equal to the estimated cost of the work.

and

4.5 **Service setup:** Full-fledged service setup should be available for the specified job in Chandigarh tri-city.

4.6 The Bidders should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-Tendering process Eligibility.

i.	Details of bidder	Full particulars (whether Bidder is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of bidders 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. **Refer : Annexure I & III**

ii.	Work experience & Completion of similar works of specified value during the specified period	(i) Bidder should fill up the information in **Annexure IV** annexed hereto indicating client-wise names of Similar Services awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed Similar Services* viz. a) Copies of detailed work order/s and agreement, indicating date of award, Contract amount, scope of the work/services, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s). For works executed for government /public sector companies and copies of work order, agreement, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. (ii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other office should also be given.
iii.	Credit worthiness of the bidder and their turnover during the specified period	Income Tax return statements along with the latest final statements of the business of the firm duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
iv.	Service setup	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup in Chandigarh tri-city should be enclosed. **(Annexure III)**
v.	Client certificates	In the format **Annexure V** **from each client.**
vi.	Solvency/ Banker Certificates	In the format of **Annexure VI**
vii.	Type Approval Certificate for the engine	A valid copy of the Type Approval Certificate for the Engine Model issued to the original engine manufacturer (OEM) by an authorized testing agency (ARAI/ ICAT/ VRDE). The certificate must explicitly state compliance with CPCB-IV+ norms.
viii.	Conformity of Production (CoP) certificate	A copy of the Conformity of Production (COP) Certificate valid for the current manufacturing year, ensuring the engine block is current and legally sellable.

4.7 Bidder, intending to apply, will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility. The bank reserves the right to reject the candidature of any bidder who fails to do so. While the Bank retains the right to request

clarification or missing administrative certificates and independently verify them, any document found to be fabricated, forged, or altered will lead to immediate rejection of the bid and potential debarment.

4.8 The Bank shall obtain reports on the past performance of the bidders from their clients and bankers alongside validating submitted solvency certificates. Evaluation of the said reports shall be completed before opening of the Part – II of the tenders. If any bidder is not found to possess the required eligibility at any stage of the process, or if his performance reports received from his clients/bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender. Consequently, his Part II bid will not be opened and the EMD shall be returned to him in its original form. The Bank is under no obligation to assign any reason for such actions.

5. **Tendering Process**: **a.** The tenders for the above work in **two parts** i.e., **Part I** containing commercial-technical bid of captioned tender, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part II** containing only rates need to be uploaded at CPP portal as per NIT.
b. Part I of the tender will be opened at the date and time mentioned in the NIT.
c. Part II of the eligible bidders will be opened on a subsequent date under intimation to all the bidders. The detail evaluation criteria is mentioned at **Section III (A)**
Note: All the information/Annexures called for, shall be complete in all respects and to be uploaded in CPP portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the bidders can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered.

6. **Earnest Deposit Money (EMD):** Intending bidders shall pay an Earnest money a sum of mentioned at section-I NIT by way of NEFT to the Bank or by a Demand Draft or Banker's Cheque drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Chandigarh. Alternatively, the bidder may also furnish an irrevocable Bank Guarantee/ **eBG** (electronic BG) from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed (Annexure – VII). The Bank Guarantee submitted towards EMD shall remain valid minimum up to 90 days (matching the tender validity period at Clause 9 of Section III) from the last date of submission of tenders. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid / Part I and also to be sent by email as mentioned in NIT. No interest shall be paid on EMD. 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.

i. The EMD of the unsuccessful bidders shall be returned after award of work to the successful bidder. The EMD of the successful bidder shall be returned after submission of requisite Bank Guarantee towards security deposit (Refer clause 2 of section V) for completion period extended up to defect liability period.
ii. **EMD shall be forfeited if the Bidder**:
   a. 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

b. withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
c. has been blacklisted by any Government agency and the blacklisting is in force as on date of notice inviting the tender.
d. withdraws bid after opening of the price bid.
e. fails to commence the work awarded within the prescribed time limit.
f. fails to sign article of agreement within 14 days after issue of work order.

7. **Pre-bid Meeting**: A pre-tender briefing meeting of the bidders will be held on date and place as per NIT, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder.

i. All communications regarding points requiring clarifications shall be given in writing/email to the address mentioned in NIT by the eligible bidders one day before said meeting.
ii. Bidders are encouraged to attend the pre-bid meeting to seek 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.
iii. Inclusion/submission of any deviations in the tender conditions in Part I of the tender after pre-bid meeting may be liable for rejection.
iv. The minutes of pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process if any, will be hosted in the Bank's website and CPPP only and shall not be published in any Newspaper

8. **Deviations**: The Bank discourages the stipulation of any addition conditions by the bidder. However, if the intending bidders feels that any of the terms and conditions of the tender documents (Techno- commercial) 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 the format as per **Annexure VIII.** The submitted deviations will be examined and after discussions with all the bidders, the conditions that are accepted to the Bank will be intimated to the bidders. If accepted condition affects. The price than all the bidders will be advised to quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the bidders have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the bidder's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to department subsequently and advised to the bidders. This letter together with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised. All other terms and conditions on which there are no observations by the intending bidders shall be constructed as acceptable to the bidder.

9. **Validity**: 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. This period may be extended by mutual agreement in writing and the bidder shall not cancel or withdraw the tender during this period.

10. **Language**: The Tender form shall be filled in English or in Hindi.

11. **Rates in price-bid (Part II)**: All the payment will be made in INR

i. The rates shall be quoted for complete work, i.e. Shall include charges for all taxes, scaffoldings, consumable, labor, transport, insurance, storage, workmen compensation & third party liability policies, 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. Equipment, if required to be imported shall be arranged to be imported against the bidders own import license.
ii. The rates inclusive of insurance cover as mentioned in the special conditions of the contract.

12. **Successful bidder**: as per evaluation criteria mentioned at section III(A).

13. **Article of Agreement:** On receipt of formal intimation/ letter of Award/work order of the acceptance of his/their tender from the Bank, the successful bidder shall be contractually bound to sign/execute an **Article of Agreement** (**as per format Annexure IX**) within 14 days from the date of issue of work order. The agreement should be executed on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be borne entirely by the bidder.

If the successful bidder fails to sign and execute the formal Article of Agreement within **14 days** from the date of issuance of the work order/Letter of Award, such failure shall constitute a breach of the tender conditions. In such an event, the Bank reserves the absolute right to:

i. **Cancel the award** of the contract.
ii. **Forfeit the Earnest Money Deposit (EMD)** absolutely, without any notice or financial liability to the bidder.
iii. **Blacklist or debar** the bidder from participating in future tenders of the Bank for a specified period.

14. **Site condition**: The work has to be carried out in an occupied office Building which may restrict the availability of work fronts during working hours. The bidders are therefore advised to plan for execution of work beyond Bank's normal working hours and full day working on hours during the Saturdays/Sundays/Bank's holidays subject to availability of site. The above aspect may be kept in mind while submitting the tenders.

i. It is essential that the Bidder 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.
ii. 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 Bank dictates. The Bidder shall perform such work during The Bank dictated hours and shall include all costs in its tender.

15. **Debarment/court case**: i. 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 public health as part of execution of a public procurement contract. 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 in **Annexure XIII**.

ii. The bidder shall submit declaration of debarment by any public institution in the format as given in **Annexure XIII**.

16. **Conformity to the rules on Contractor from Countries sharing Land Border with India:** The instruction / rules issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, in respect of s from bidder countries sharing land border with India and subsequent revisions and Public Procurement Orders issued in furtherance thereto 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 in **Annexure XI**.

----------x----------

Section III (A) Evaluation Criteria

Evaluation of tenders: L-1 bidder on Net Present Value basis

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (A) after opening the first e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.

2. The bidders must submit all the requisite documents prescribed in the tender document in the first e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements, shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates. Bidders must also ensure that all uploaded files are readable and uncorrupted. If any uploaded document is unreadable, corrupted, or otherwise inaccessible to the Bank, the Bank shall bear no liability or responsibility, and reserves the right to reject the bidder's candidature without further consideration.

3. Price bids submitted by bidders who do not meet the technical eligibility criteria will not be opened. Notification of their disqualification will be communicated to them.

4. The second e-cover i.e., Part II (price bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation.

5. **Net Present Value:** The tenders will be evaluated not only on the basis of capital cost quoted for the new 400 kVA DG set less buyback value of the old 380 kVA DG set but also taking into account the effect of rates quoted for comprehensive all-inclusive Comprehensive Annual Maintenance Contract (CAMC) for a period of 9 years after expiry of one year of Defect Liability Period, after handing over DG set for the period of 10 years by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered:

i.	Discount factor	8 % per annum
ii.	Annual Escalation	5 % per annum (considered only for the purpose of evaluation of tender)
iii.	Period of CAMC	9 years (after completion of 1 year of defects liability period)
iv.	Payment terms of CAMC	Half yearly payment after satisfactory completion of the service

Total Cost of Ownership = (A – B) + C X F1

The bidder with the lowest Total Cost of Ownership (TCO) will be identified as the L1 bidder.
Where,

A= Capital Cost of the new 400 kVA DG Set, as applicable
B= Buy Back Value of the old 400 kVA DG Set, as applicable
C= Comprehensive AMC charges (for 1st year of CAMC) of all the new DG set, as applicable
F1= Multiplying factor for calculating NPV of AMC charges= **6.99**

6. The bidder with the lowest Total Cost of Ownership (L1) shall be considered for the Award of Contract and called successful bidder. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their

already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest average turnover for last three financial years shall be considered for the award of contract.

Section IV
General Conditions of Contract

Interpretation Clause

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

i.	"RBI"	Shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai– 400001 and having its Regional Offices at various places.
ii.	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
iii.	"Tender document"	Shall mean document named as such issued by the Bank to the Contractors inviting Bids for the Project.
iv.	"Bidder"	who submits the bids/tenders. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
v.	"Contractor "	Contractor is the successful contractor who has been officially awarded to execute the work. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
vi.	"Site"	Shall mean the site of the contract works including any Building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's work.
vii.	"Contract"	Shall mean and include all sections of the tender document, corresponding letters, work order, Articles of Agreement, CAMC agreement and minutes of pre-bid etc. attached hereto and duly signed.
viii.	"Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered. The communication delivered by any accepted electronic means shall also be deemed to be written notice.
ix.	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the **Insolvency and Bankruptcy Code (IBC), 2016** or any Act amending such original.
x.	"Net Prices"	The price of item mentioned in part II of the tender at CPPP.
xi.	"Market Rate"	shall be the rate as decided by the The Bank on the basis of the cost of materials and labour at the site where the work is to be executed to cover all overheads and profits.

xii.	"The works"	Shall mean name of the tender mentioned in the NIT.
xiii.	Day/ Month/ Year	Shall mean Calendar Day/month/year
xiv.	Working Day	Shall mean the days when Bank's office is working i.e. Days excluding public holidays, Saturdays and Sundays
xv.	Engineer-in-charge/Bank's Engineer/Bank's representative	Means the Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be in-charge of the work. All works to be executed under the contract shall be executed under the direction and subject to the approval of the Bank's representative in all respects.
xvi.	Manufacturer	refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
xvii.	Contractor's Works or Manufacturer's Works	Shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB- CONTRACTOR/SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".
xviii.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful contractor and quantities mentioned in the Bill of Quantities (Price Bid) and as accepted by the Bank and indicated in the letter of award of work.
xix.	Contract Period	Shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Bank
xx.	Contract Agreement	Shall mean the agreement signed between the Contractor and the Bank for the execution of the Project.

2. **Scope of Contract**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank 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 "Bank's Instructions" in regard to:

i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
ii. Any discrepancy in the Drawings or between the Bill of Quantities and/or Drawings and/or Specifications.
iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
iv. The removal and/or re-execution of any works executed by the Contractor.
v. The dismissal from the works of any persons employed by the Contractor thereupon.
vi. The opening up for inspection of any work covered up.
vii. The amending and making good of any defects under Clause 22 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions. Verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, must be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be Bank's instructions within the scope of the Contract. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall, whenever required include feminine gender and vice versa.

Necessary "**Site instruction Book, Hindrance Register, Labour Register**" **strictly maintained by contractor on daily basis and got duly authenticated from The Bank**.

3. **Variations to be approved by Bank**

All the variation in the scope of the work shall be approved by the Bank's Engineer. 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 Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are approved by the Bank's Engineer.

4. **Drawings, Bill of Quantities & Agreement**

The Contract shall be executed in duplicate, and the Contractor shall be entitled to one executed copy for his use. The contractor shall pay the applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Bank all Drawings and Specifications.

5. **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, Bill 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, Bill of Quantities and Specifications, he shall immediately and in writing refer same to the Bank 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.

6. **Authorities, Notices and Patents**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and any other aspect thereto such as compliance to the various labour codes, 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 Bank, 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 byelaws, in question, and any variation so necessitated shall be dealt with under Clause No. 14 thereof.

The Contractor shall bring to the attention of the Bank, all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public

office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank for payment.

The Contractor shall indemnify the Bank 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.

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

8. **Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bill of Quantities and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank 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 Bank may require.

9. **Contractor's superintendence and representative on the works**

The Contractor shall provide all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiration of the "**Defects Liability Period**" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Bank to such representative shall be held to be given to the Contractor.

10. **Dismissal of Workmen**

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

11. **Access to Works**

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

12. **The Bank's Representative: Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)**

The term "Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)" shall mean the person appointed and paid by the Bank to inspect the works, the Contractor shall afford the Assistant Manager (Tech)/ Manager (Tech)/ AGM (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)/ AGM (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 Bank.

The Assistant Manager (Tech)/ Manager (Tech)/ AGM(Tech) or any representative of the Bank 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)/ AGM (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.

13. **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 Bank, 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.

14. **Alterations, additions, omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Bank 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 Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Bank in accordance with the provisions of Clause 19 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

15. **Bill of Quantities**

The Bill 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 Bill of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 18 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.

16. **Sufficiency of Bill 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 Bill 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.

17. **Measurement of Works**

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Bank 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 Mode of Measurement detailed in the Specifications.

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

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

18. **Measurements Book**

a. The Bank shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

b. Measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) so that a complete record is obtained of all works performed under the contract after joint measurement of Bank and authorized representative of the contractor. All bills (Running Account (RA) & Final bill) should be in bound volume of Computerised Measurements (A4 size) to be furnished by the contractor, duly machine numbered for pages, and with MB number to be given by the Bank. – Format of Measurement and Abstract Book as provided by the Bank.

c. The Bank Engineer shall incorporate necessary corrections in the sheets of MB. After incorporating the corrections, the Contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements shall have full signature with date of the authorized official of the Contractor.

19. **Ascertainment of prices for extras**

The Contractor may, when authorised by Bank, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Bill of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction issued by the Bank shall be deemed to have been given in writing, provided it is confirmed by the Bank in writing within seven (7) days of issuance of such instruction/direction.

No claim for any extra work shall be allowed unless it shall have been executed under provisions of Clause 2 hereof with the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorised extra and shall be made in accordance with the following provisions.

i. a. 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 up to 25% increase of quantity.

b. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.

ii. 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 (iii) hereof.

iii. 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 Bank the net rate or price contained in the Priced Bill 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 Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

iv. 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 Bank at or before the end of the week following that in which the work has been executed.

v. It is further clarified that for all such authorised extra items where rates cannot be derived from tender or the quantity of any of the tender items increases 25% beyond the Bill of Quantities, the contractors shall summit rates supported by the rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profits. Such item will not be eligible for the escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated then within six months of the completion of the contract works as defined in Clause 23 hereof.

20. **Unfixed materials when taken into account to be the property of the Bank**

Upon full payment of a certificate that includes the cost of unfixed materials placed on or adjacent to the worksite, ownership of those materials vests completely with the Bank. The Contractor shall not remove these materials from the site except for direct application in the works, unless permitted in writing by the Bank. The Contractor shall be legally and financially liable for any loss of or damage to such materials from any cause whatsoever.

21. **Removal of improper work**

The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with the Specifications or the instructions of the Bank, 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 Bank 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 Bank from any moneys due, or that may become due, to the Contractor.

22. **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 12 months after** the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost.

In case of default, the Bank 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 Bank or may be deducted by the Bank from any moneys due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Bank equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank as provided in clause 13 & 24 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 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 Bank.

23. **Certificate of virtual completion and Defects Liability Period**

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

24. **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 Bill of Quantities and/or Specifications, who may be nominated or selected by the Bank 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 Bank and Contractor shall otherwise agree) who will not enter into Contract provided

i. 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.
ii. 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.

iii. 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 Bank 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 Bank and Sub-Contractor.

25. **Other persons employed by Bank**

The Bank 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.

26. **Insurance in respect of damage to person and property**

The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Bank 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 Bank before commencing the works.

The Contractor shall be held to be reasonably liable 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 the Contractor or its workers 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. The liability under this clause shall be held to include inter alia any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the building 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 Bank 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 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 Bank against all claims which may be made against the Bank 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank 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 Bank before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General Condition of Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank 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 Bank from time to time during the currency of the Contract**. In default of the contractor ensuring as provided above, the Bank 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 Bank 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 therefrom. Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank 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 Bank 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 Building 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 Bank may deem fit, but shall, however, not be entitled to reimbursement by the Bank 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 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 Bank 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.
In order to fulfil all the insurance-related conditions mentioned above, the contractor shall, within 14 days from the date of issue of the work order, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (the name of the Bank i.e. “RESERVE BANK OF INDIA” being placed first in the policy). It shall cover the following risks:

i. **Contractors all risk (CAR) policy** 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.

ii. **Workmen compensation policy** for the employees of the contractor at site.
iii. **Third party liability policy** with a limit of Rs 2 lakh per accident maximum up to 3 accidents.

Note: If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover **double the cost as penalty** thereof from the bill of the contractor or any other action as it deems fit.

27. **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 Bank and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

28. **Damages for non-completion**

Time allowed for carrying out the work is 90 days, as mentioned in the Memorandum, which shall be strictly observed by the Contractor, and it shall be reckoned from the 14th day from the date of award of work. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within this specified period, he shall be liable for liquidated damages @ 0.25% of the value of work executed per week of delay subject to a maximum of 10% of the contract value (contract value means the total value of capital cost of work, excluding buyback value etc., at which the work is awarded) as defined in "Appendix herein before referred to" of the contract.

The liquidated damages will be levied in following manner:

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named 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 projects are broken down in the multiple milestones indicating time and amount for achieving each milestone. In case, the contractor does not achieve a particular milestone(s), if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount to be calculated based on the targeted financial progress for the milestone and the delay up to the Running Account bill under processing shall be withheld (as per the method given below) to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved, however, the amount to be withhold from a R.A. bill before reaching to a particular milestone(s) shall be calculated for the delay until the date of R.A. bill. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of her/ his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if

any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

Specimen Milestone Chart

Milestone	Due date	Milestone Target amount
Project Start	D0	0
1st	D1	T1
2nd	D2	T(N-X)
(N-X)th	D(N-X)	T(N-X)
(N-X+1)th	D(N-X+1)	T(N-X+1)
(N-X+2)th	D(N-X+2)	T(N-X+2)
(N-1)th	D(N-1)	T(N-1)
Nth	D(N)	T(N)

Say an RA bill received on D(R) is certified for gross amount of R where:

a) T(N-X) ≤ R < T(N-X+1) i.e., Progress reached up to (N-X)th milestone

b) RA Bill date D(R) is after D(N) i.e. Nth milestone has become due as on RA bill date

c) Withhold amount for not achieving Nth milestone

A(N) = (0.0025/7)*(DR-DN)*(TN-T(N-1));

where T(N-1) will be zero if Nth milestone is the first in the series of delayed milestones.

Gross Withhold amount for current RA bill: The withhold amount shall be calculated as follows:

a) Withhold amount for milestones achieved with delay till previous RA Bill = P

b) withhold amount for milestones achieved with delay during current RA bill = Q

c) withhold amount for milestone due but not achieved till current RA bill. = R

P = A(1)+A(2)+…..+A(N-X-1)

Q = A(N-X)

R=(0.0025/7)*((D(R)-D(N-X+1))*(T(N-X+1)-T(N-X))+(DR-D(N-X+2))*(T(N-X+2)-T(N-X+1) +……..…+(DR-DN))*(T(N)- T(N-1))

For project (Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh), N=2 i.e., two milestones as follow:

Milestone	Due date	Milestone Target amount
Project Start	D0	0
1st	D1= 60 days from the scheduled commencement of work	T1= 60% of contract value

2nd	D2= 90 days from the scheduled commencement of work	T2= 100% of contract value

29. **Delay and Extension of Time**

If in the opinion of the Bank, the assigned works get delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Bill of Quantities, and/or Specification or (e) by reason of Bank'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 Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Bill of Quantities owing to variation, the Bank 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 endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank 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 Bank 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 Bank (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 authorised extension of time granted by the Bank, the provision of liquidated damages as stated under clause 28 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 Bank 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.

The conditions for force majeure, as mentioned above are as follows:

i. Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.

ii. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of

such performance of their obligations.

iii. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

30. **Failure by Contractor to comply with Bank's instructions**

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

31. **Termination of Contract by the Bank**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank.

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 Bank first had and obtained,

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

Or if the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

32. **Termination of Contract by Contractor**

If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose 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 19 hereof.

33. **Certificates and Payments**

(a) The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificate to be issued by the Bank 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 Bank) has been executed in accordance with this Contract. The Bank 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 Bank shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the Bank in accordance with the certificate to be issued by the Bank. **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 Bank 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 Bank of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 22 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 Bank might have certified in any interim bill and paid by the Bank, and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.
The Bank shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The Bank 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 honouring Certificates" after such Certificates have been delivered to the Bank.

The payment for the system will be made in INR and any dispute arising out of this contract will also be sorted out within the jurisdiction by Office from which contract is signed.

34. **Delayed Payment**

Any amounts payable by the Bank to the Contractor if not paid within the "Period for honouring Certificates" 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 Bank until the payment.

35. **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 Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either party is dissatisfied on any matter, 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 referred for Arbitration as per the procedure agreed upon herein. 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 Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
The venue of arbitration shall be the centre/city in which the work is being executed.

36. **Right of technical scrutiny of final bill**

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

37. **Bank entitled to recover compensation paid to workmen**

If, for any reason, the Bank is obliged, by virtue of the provision of the Employees' 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

38. **Abandonment of Works**

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

39. **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 Bank 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 Bank and return it to the Bank, if required by the Bank, at the price to be determined by the Bank having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, Goods and Services Tax (GST), 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 Bank for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

40. **Right of Bank 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 Bank shall have the option of terminating the Contract without incurring any liability for such termination.

41. **Accident Reports**

In the event of accidents of any kind, all required reports (accidental or otherwise) must be submitted without delay. The Contractor shall ensure that these reports are shared with the Bank simultaneously with their transmission to any other external parties or stakeholders.

42. **Prevention of Sexual Harassment at workplace:**

i. 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.
ii. 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.
iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
v. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

43. Non – Disclosure clause:

i. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

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

Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.

44. **Program chart/ Progress report**:

The contractor shall submit a suitable progress report/chart for completion of different stages of work, to ensure completion of work within allotted period. Such program should be submitted within 14 days of the award of work. All suitable modification made by the Bank must be incorporated in the progress chart. If asked the contractor shall submit reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

45. **Statutory Approvals:**

The work shall be executed by the Contractor as per pre-NOC & local body approval received from respective statutory authorities such as Pollution Control Board (PCB) / Chief Electrical Inspector (CEI) / Local fire Authority / Local Municipal Authority etc/ Local statutory Authority. The contractor shall be responsible to understand all the provisions made in all such approvals accorded. In case of any requirements of any additional work/ modification thereof, the same shall be brought to the notice of Engineer in charge well in advance. The work has to be executed adhering to the norms of local body authorities. The contractor shall assist in preparation of documents, reports etc. as required during & after completion of work for obtaining further approvals & final completion & occupancy certificate from the respective authorities. The contractor shall also be responsible to attend meetings & do all liasoning works with respective authorities. No extra/additional payment will be made on this account. However, the fee paid to the local bodies / authorities, if any, shall be borne by the Bank.

46. **Debarment/Disqualification:**

A **contractor is liable for debarment / disqualification** from bidding on the following grounds:

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

a.

I. 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.
II. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
III. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
IV. improper use of information provided by the procuring entity to the contractor with an intent to gain unfair advantage in the procurement process or for personal gain.
V. any financial or business transactions between the contractor and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
VI. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
VII. obstruction of any investigation or auditing of a procurement process.
VIII. making false declaration or providing false information for participation in a tender process or to secure a contract.

b. failed to disclose conflict of interest.

c. 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.

ii. For any actions or omissions by the contractor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for 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.

iii. If the contractor 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 public health as part of execution of a public procurement contract.

47. Packing and dispatch: The equipment shall be properly and securely packed in boxes suitable for multiple handling and transportation under Indian conditions. All equipment/ components shall be delivered on Duty Delivery Paid (DDP) basis in the Bank's Office Building.

48. Police Verification: For all workers deployed on a regular basis at the site, the Contractor shall arrange, obtain, and submit valid Police Verification Reports (PVR) at their own expense prior to the commencement of work. The Contractor shall ensure that no worker with an adverse police record or pending criminal case is deployed at the Bank's premises.

----------x----------

Section V
Special Conditions of Contract

1. **Time for Completion:**

   i. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. 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 defined in clause 28 of the Conditions of Contract. The contractor shall before commencing the work prepare a detailed work program which shall be approved by the Bank.

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

2. **Type of Security Deposit:**

   i. **Retention Money:** The Retention Money @ 5% will be recovered from each on-account bill till the total recovery amounts to 5% of the work executed value as stipulated in the tender document. Such amount shall be released to the contractor after completion of the Defect Liability Period (DLP), without any interest. Successful bidder may also submit the Bank Guarantee (BG) in lieu of retention money, valid till one year of DLP. The format of BG mentioned at Annexure X.

   ii. **Performance Bank Guarantee (PBG):** In addition to the Retention Money as specified above, on award of the work, the successful contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank as per Annexure X towards entire period of currency of Contract (work completion + DLP + 60 days) for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be valid till DLP of the work plus 60 days 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. **The Performance Bank Guarantee (PBG) may be submitted as an ePBG, a physical copy, or via NEFT for the equivalent amount.**

   iii. Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delay in unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

   iv. 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.

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

   i. The payment for the works to be executed under this contract shall be made as following subject to the statutory deductions:

a.) 60% of the quoted rates (capital amount) after receipt of the material at site and on submission of the following documents:

- Manufacturer's Inspection and Test Certificates
- Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems have been received at site in good condition, and if any shortfall is noticed during installation, commissioning and testing they will be supplied free of cost to the Bank.
- Policies of insurance as per e-Tender conditions.

b.) 25% of the quoted rates against erection and testing, commissioning and handing over of the entire system at site and upon submission of the following documents:

- Documentary evidence in support of submission of necessary applications/ drawings for approval of Chandigarh Pollution Control Committee, Electrical Inspectorate, Chandigarh Administration (or any other pollution control board/ engineering authority having jurisdiction in granting necessary approval for establishment/ operation of DG sets in their current location).

c.) 10% of the quoted amount shall be released after submission of necessary approvals from Chandigarh Pollution Control Committee, Electrical Inspectorate, Chandigarh Administration (or any other pollution control board/ engineering authority having jurisdiction in granting necessary approval for establishment/ operation of DG sets) and submission of certificate regarding disposal of old 380 kVA DG set in accordance with the extant guidelines of CPCC/ CPCB on this matter.

d.) Remaining 5% payment, withheld as retention money deposit (RMD) shall be released upon satisfactory completion of Defects Liability Period.

ii. In addition, I.T. surcharge, TDS and any other statutory tax as per the Government rules and RMD @5% shall be deducted from all the Running Account bills.

4. Performance Bank Guarantee for Comprehensive Annual Maintenance Contract (CAMC-PBG): To ensure due fulfilment of the terms and obligations of the AMC period of total 9 years (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit for an amount equal to 5% of the value of work executed, which shall remain valid till 05 years of AMC period from the day of completion of defect liability period. The PBG (as mentioned in clause 2(ii) above) shall be released only after submission of this Bank Guarantee. In case of non-receipt of this BG till 02 weeks prior to the expiry of PBG (at 2(ii) above), the Bank (RBI Chandigarh) shall have the right to invoke the latter (PBG).

On eve of expiry of 04 years of completion of CAMC, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 04 years of AMC period.

5A. Factory inspection /Cost of Inspection: The DG set shall be inspected at factory premises by the Bank Engineers. The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Banks 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 The Bank (s) to the site of inspection shall be borne by the Bank.

5B. Method of Testing:

i. The system shall be tested in the manufacturer’s factory/ contractor’s works to ascertain the compliance of offered specifications.

ii. Before offering the system to the Bank for testing, the firm shall carryout 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 equipment by the Banks. 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.
iii. Further, the system shall be tested at the site for proper functioning and performance.
iv. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system / components after installation and commissioning at the designated place.
v. Details of tests to be carried out at the OEM/ Contractor's factory as a part of pre-dispatch inspection have been incorporated in Section VIII for bidders' reference.

5C. Inspector Authority to certify performance: The Bank shall have the power:

i. To certify that the system or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
ii. To reject any equipment or parts submitted as not being in accordance with the specification.
iii. 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
iv. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

The Bank decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

5D. Consequence of rejection: If on the equipment/material or its part thereof, being rejected by the Bank, the contractor has to rectify/replace the same at his own risk and cost for which no additional time shall be granted.

6. Defect Liability Period:

(a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of virtual completion. During this period any defect observed in the system shall be rectified within rectification time stipulated under clause 6(c), without any additional cost to the Bank.

(b) During this period, regular cleaning, preventive maintenance and B-check of the DG set intervals stipulated in Section VIII of this tender shall be carried out free-of-cost, further attending to ANY NUMBER of breakdowns calls as when required with free of cost. Bank shall pay only for the filters/ consumables replaced during the B-checks, provided the same is carried out with the Bank's approval and at rates approved by the Bank. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being a Bank's emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied:

(c) **Penalty** for delay in rectification of fault during DLP: This being a Bank's emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied:

	Condition	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	8 hours	Rs.2500/- per day subject to maximum 25% of the annual CAMC amount
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.1000/- per day subject to maximum 25% of the annual CAMC amount.
In addition to the above, if the system is not rectified within the period of 3 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.			

(d) Any penalty during the DLP period shall be recovered from any dues payable to the contractor (such as retention money deposit) or invoked from the Bank Guarantee.

7. INDEMNITY

The successful tendered shall all times indemnify the department, consequent on the work contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from on the during the period of erection and putting into operation the equipment and ancillary equipment under the supervision of successful tenderer in so fa the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on the account of the above.

8. Quality of Material and Workmanship

(i) The component of the Installation shall be of such design so as to satisfactory function under all conditions of operation.

(ii) The entire work manufacture / fabrication, assembly and Installation shall confirm to sound engineering practice. The entire Installation shall be such as to cause minimum transmission of noise and vibration to the building structure.

9. ***Drawings/Documents to be furnished on completion of Installation***

Two sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. One set shall be laminated on a hard base for display in the DG set room/room where AMF panel is installed, and another set shall be submitted to Bank's Engineer.

(a) DG set installation drawings giving complete details of all the equipment, including their foundations.

(b) Line diagram and layout of all electrical control/AMF panels giving switchgear ratings and their disposition, cable feeder sizes and their layout.

(c) Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits in AMF panel/PCC.

10.2 (i) Manufacturer's technical catalogues of all equipment's and accessories.

(ii) Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.

10. AFTER SALES SERVICES

The contractor shall ensure adequate and prompt after sales service free of cost during guarantee period, and against payment after the guarantee period is over, in the form of maintenance, spares and personnel as and when required during normal life span of the equipment and shall minimize the breakdown period. In case of equipment supplied by other manufacturers the fi rm shall furnish a guarantee from the manufacturer for the same before the DG Set installation is taken over.

11. Safety measures

All equipment shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturers' standard practice.

Section (VI) - Appendix Hereinbefore Referred To

Ref to Clauses in General condition of contract hereinbefore referred to

22	Defects Liability Period	Twelve months from the date of the completion of the work
19	Period of Final Measurement	3 months and 45 days for the firms having MSME registration.
27	Date of Commencement	14th day from the date of issue work order
28	Liquidated damages at the rate of	@ 0.25% per week of delay of the value of work executed subject to a maximum of 10% of the contract value.
33	Minimum value of works for interim certificates/running account bill	First milestone target amount
33	Period for honouring certificates of payment	One month for interim bills and 3 months for final bill and 45 days for final bill for the firms having MSME registration.
34	Interest for delayed payment	As per Bank rate

Ref to clauses in special condition of contract

1	Contract Period/Time of Completion	90 days
2	Retention Money	5% of contract value till DLP
2	Security Deposit / PBG during execution of the work	5% of contract value till DLP
4	CAMC period PBG	5% of the value of work executed valid for first 5 years of CAMC, from the date of end of Defects Liability Period, and shall be reduced to 50% of its original value for the next 4 years of CAMC

Section-VII

Safety Code (A & B)

A. GENERAL SAFETY

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

----------x----------

B. FIRE AND ELECTRICAL SAFETY

1. 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).
2. 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.
3. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation. 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.
4. 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.
5. Used paint drums shall be stored in specified store only after closing them properly.
6. None of the fire extinguishers shall be removed/shifted from its designated location.
7. 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.
8. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials/waste
9. Power supply shall be switched off from the Mains when equipment is not in use.
10. 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.
11. The work site shall be properly illuminated during the work.
12. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen
13. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
14. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
15. Aluminium / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner

----------x----------

Section VIII
Scope of Work

1	**Background:** Reserve Bank of India, Chandigarh intends to take up replacement of 380 kVA DG set installed at its office building in Chandigarh. The work shall involve Supply, Installation, Testing and Commissioning (SITC) of a 415 Volts, three-phase, CPCB-IV+ or more Emission Compliant Diesel Generator (DG) set with a Prime Rating of 400 kVA at 1500 RPM, an inbuilt water/ liquid-cooled radiator, acoustic enclosure, matching power and control cables, maintenance-free batteries, automatic static battery charger, AMF Control Panel, structural daily fuel tank, allied cabling & earthing works, all associated accessories and Civil works required for a complete operational installation at the Bank's Main Office Building, Chandigarh.
2	**Requirement:** A brief scope of the work is as below I. Supply & delivery of all 400 kVA CPCB IV+ compliant DG set in acoustic enclosure and microprocessor-based AMF panel with equipment along with any other material for the captioned work to Bank's site at RBI, Chandigarh including insurance, packing, handling, transporting, loading / unloading etc. at site. II. Installation, Testing and Commissioning of the DG set and AMF panel at Reserve Bank of India, Chandigarh's Main Office Building, along with allied electrical cabling, earthing and necessary Civil works, and handing over the system to Bank after dismantling and taking away old 380 kVA DG set and AMF panel under buyback, on as is where is basis. III. The Contractor has to obtain approval from Chandigarh Pollution Control Committee (and/ or and other central/ regional pollution controlling authority having jurisdiction in this matter), Electrical Inspectorate, Chandigarh Engineering Department and any other statutory authorities having jurisdiction in granting necessary permission for installation & operation (viz., consent to establishment and consent to operation) of a 400 KVA DG set in the Bank's Main Office Building in Chandigarh, and submit the same to the Bank. The Bank will reimburse the requisite fee, if any, paid to the any such statutory authority. However, performing the necessary liaisoning works etc. with respective local/ central authorities for obtaining the same will be the responsibility of the contractor. For this purpose, s/he shall prepare all drawings, submit them for approval, follow up to get the drawings approved, arrange for inspection, carry out all modifications and rectifications as demanded by the authority. All costs for approvals have 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 modification, rectifications also have to be carried out without extra cost to the Bank. IV. Disposal of old 380 kVA DG set in accordance with the extant guidelines of CPCC/ CPCB/ any other authority having jurisdiction in this matter. V. Providing regular Inspection, Upkeep and comprehensive maintenance, periodic servicing and upkeep of DG set etc. during defects liability period of one year from the date of completion of work and subsequently for 9 years under comprehensive maintenance contract. VI. Making good all damages caused to the structure during Installation and restoring the same to original finish VII. All supports for exhaust & water pipes, chimney, cables, anti-vibration pads etc. are necessarily to be installed.

	VIII. Painting of all exposed metal surfaces of equipment and components with appropriate colour.
3	**Technical Specifications** **<u>3.1 DIESEL ENGINE SET</u>** **3.1.1 DIESEL ENGINE** a) The diesel engine shall be of the liquid-cooled, turbocharged, and charge-air-cooled (aftercooled) compression-ignition type, featuring an electronically managed High-Pressure Common Rail Direct Injection (CRDI) fuel system operating at a nominal speed of 1500 RPM. The engine mechanical output shall comply with ISO 3046 / IS 10000 standards, safely matching a 400 kVA Alternator (operating at 0.8 lagging power factor, 320 kWe net electrical output). The complete DG set must be factory-certified to deliver a continuous 400 kVA prime output at the specified site ambient temperature conditions of 50°C, after deducting all internal auxiliary power demands. b) The engine and it's integrated after-treatment system must meet the current CPCB-IV+ emission norms, backed by valid type-approval certificates. c) The engine fitments and auxiliaries shall include but not be limited to:- (i) Rigidly coupled single-bearing alternator and dynamically balanced flywheel. (ii) Dry-type air filter equipped with a mechanical/electronic clogged condition restriction indicator, positioned for easy maintenance access. (iii) Inbuilt heavy-duty radiator mounted on a common structural skid base frame, factory-sized to reject all thermal loads at 10% overload under 50°C ambient conditions with all acoustic enclosure doors closed. (iv) Engine configuration shall be inline/ V type (v) Engine shall be turbocharged and after cooled i.e. TA. (vi) Engine-driven fuel feed and high-pressure common rail injection pumps. (vii) Engine-driven coolant circulating pump and engine-driven lubricating oil pump, including an oil cooler and full-flow bypass oil filters. First fill of OEM-recommended lube oil, high-purity Diesel Exhaust Fluid (DEF/AdBlue) and coolant must be supplied by the bidder. (viii) Exhaust silencer of "Hospital" providing noise attenuation inside the exhaust gas stream. (ix) 12 V / 24 V D.C electrical starter motor and a matching engine-driven battery-charging alternator. (x) Dedicated Diesel Exhaust Fluid (DEF) tank with a minimum capacity of 66 Liters, integrated with an electronic level sensor. (xi) Daily fuel service tank fabricated from minimum 14-gauge MS sheet with a capacity sufficient to run the DG set continuously for a minimum of 8 hours at 100% full load, or a minimum capacity of 700 Liters, whichever is higher. The tank must be accommodated inside the acoustic enclosure footprint. The tank assembly must include internal baffles, an anti-sludge drain plug, air vent tap, structural mounting pedestals, mechanical level gauge, electronic low-fuel sensor linked to the AMF controller, and MS fuel piping with fuel-rated valves, unions, and flexible hose engine connectors. (xii) Microprocessor based monitoring and control system capable of operator interface to the DG set manually and remote start/stop control and shut down

fault indication shall be of electronic LCD/LED type displaying Engine and Alternator parameters, compatible for BMS Integration through RS485 functionality. Full-Authority Electronic Control Module (ECM) type governing. LED/LCD backlit display, remote start-stop Audible & Visual warning for Inducement Suitable for FAE based engine architecture Engine Metering, Oil pressure, Engine temperature, Starting battery voltage, Engine running hours AC Alternator Metering, L-L Voltage and L-N Voltage, Current (phase and total), kVA (phase and total) and Frequency, kwh, Total & per phase (kw & kVA), PF, Utility Voltage and Freq Engine Protection, Low lube oil pressure, High/Low coolant temperature, Battery High/Low/Weak Volts, Fail to Crank/Start, Sensor failure, Cranking lockout, Low fuel level AC Alternator Protection, Over/Under Voltage, Over/Under Frequency, Loss of AC sensing. Overspeed, Over Current, kW Overload Data Logging, Engine hours, Control hours and minimum 100 recent fault codes Configurable glow plug control 12/24 Volt DC operation Sleep mode Modbus interface (RS485 RTU) In Power compatible (PC based service tool) **Certifications -** meets the requirement of relevant ISO, EN, Mil Std. and CE standards Maintenance due alarm based on Engine Run Time and due date Fuel and DEF level visual display Exerciser scheduler. Daily fuel service tank as per the **CPCB** with minimum 700 liters capacity (standard tank fabricated from M.S. sheet with inlet, outlet connections pipes with DG set & air vent tap, drain plug and level indicator (gauge) M.S. fuel piping from tank to engine with valves, unions, reducers, flexible hose connections and floor mounting pedestals, twin fuel filters and fuel injectors. The location of the tank depends on standards manufacturing design.

d) Speed Regulation & Control Engine governing must be handled via an active Full-Authority Electronic Control Module (ECM) based Governor achieving ISO 8528-5 Class G3 performance for precise transient response and frequency stability. The control array must feature an adjustable V/Hz characteristic to optimize single-step block loading.

e) Integrated Microprocessor Controller & Diagnostics Engine and alternator management must be consolidated into a single digital, backlit LCD/LED controller module (e.g., Deep Sea / ComAp / OEM equivalent) featuring native RS485 Modbus RTU connectivity for Building Management System (BMS) integration. The controller must execute the following functions:

<u>Operation Modes</u>: OFF / RUN / MANUAL / AUTO choices with local/remote start-stop scheduling capability.

<u>Real Time Engine Metering</u>: Lube oil pressure, coolant temperature, actual RPM, starting battery voltage, engine running hours, real-time fuel consumption rate, and DEF level display.

<u>Real Time Alternator Metering</u>: Voltage (Phase-to-Phase and Phase-to-Neutral), Phase & Total Current (Amps), Frequency (Hz), Active Power (kW per phase & total), Apparent Power (kVA per phase & total), Power Factor (PF), and Total Energy Accumulation (kWh).

<u>Engine Safety Features and Protection</u>

a) Low Oil Pressure Warning

b) High Coolant Temperature Warning
c) Low Coolant Level (Warning or Shut Down),
d) Low Oil Pressure Shutdown
e) High Coolant Temperature Shut Down
f) Fail to Crank Shut Down
g) Cranking Lockout
h) Over Speed Shut Down
i) Emergency Stop Shut Down
j) Fault Log for at least Last 100 Faults
k) Weak Battery Warning
l) DEF Quality and Low-Level Inducement Shutdowns

Electrical Safeties Features and Protection

a) High AC Voltage Protection,
b) Low AC Voltage Protection,
c) Under Frequency Protection,
d) Loss of Excitation,
e) Weak Battery Monitoring Feature

Engine Safety Features

a) Battery Voltage Monitoring,
b) Coolant Temperature,
c) Monitoring Low Lube Oil
d) Pressure Safety
e) High Engine Speed Safety
f) Engine Run Hours

Fault Codes Display

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

Starter Motor Protection

Automatic Speed Dependent Starter disengagement on startup to prevent starter grinding upon successful combustion ignition.

Engine Accessories.

The following accessories shall be supplied with the DG set.

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

Battery

a) Battery shall be as per manufacturer's standard suitable for three

successive starting attempts each of 10 seconds duration with a gap of 5 seconds between successive starts. The AH of batteries shall be as recommended by manufacturer.

b) Batteries shall be **Lead Acid storage type** Lead-Tin Plate (LTP) technology and casing should be fire retardant. The fire-retardant certificate duly issued by concern OEM should be submitted by the Bidder.

c) Batteries shall be supplied and provided with automatic charger of suitable capacity to charge batteries.

3.1.2 ALTERNATOR

The Alternator should be horizontal foot mounted, single/double bearing, self-excited (Permanent Magnet Generator (PMG) or AREP excitation), revolving field type, self – regulated, brush-less, screen protected drip proof, continuous duty alternator conforming to IS 4722/ IEC34/ IS 4889 /IS:13364/ IEC 60034-1 as amended up to date with Class "H" insulation IP-23 enclosure incorporating the following:

a) Continuous damper winding.

b) AVR to be part of alternator with its functionality interlinked with the central micro-controller.

c) Terminal box with both ends of each phase winding brought to terminals.

d) Single bearing/Double Bearing of sealed bearing & compact design

e)	Rated Power factor:	0.8(lag)
f)	Rated voltage:	415 Volts
g)	Rated frequency:	50Hz
h)	No. of phases:	3
i)	Enclosure:	SPDP
j)	Degree of protection:	IP-23
k)	Ventilation:	self-ventilated air cooled
l)	Ambient temperature:	50° C maximum
m)	Insulation class:	H
n)	Temperature rise:	within class F/H limits rated loads.
o)	Voltage regulation:	± 1%
p)	Voltage variation:	±5%
q)	Overload duration/capacity:	10% for one hour in every 12 hours continuous use
r)	Frequency variation:	as defined by Engine Governor (+/-1%)
s)	Type of AVR:	Electronic

t) Type of bearings and lubrication Arrangement: Anti-friction bearings with grease lubrication

<u>Following control system should be available for the Generator set</u>

1. Local or remote start and stop
2. Control Switch: OFF/RUN/AUTO MODE
3. LED INDICATING LAMPS for indicating the following status

a. Not in Auto Mode
b. Common wiring
c. Shutdown
d. Remote start command

4. Panel Lamp switch
5. Fault Reset Switch
6. Emergency stop Switch

<u>Following Metering & Protections are required for the DG set.</u>
<u>Digital Meters Indication for the following:</u>
Engine Parameters:

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

Alternator Parameters:

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

<u>Protections:</u>

Engine:

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

Alternator:

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

Local Isolation on Engine standard control Panel: 630 Amp, 50 kA breaking capacity MCCB with thermal magnetic release in a wall/ floor mounted IP65 IP rated enclosure, along with required accessories such as rotary handle, spreader links and inter-pole phase barriers etc. to be provided.

3.1.3 SPECIFICATION OF ACOUSTIC ENCLOSURE

1. Construction of Acoustic Enclosure

Acoustic enclosure shall be powder coated and fabricated out of minimum 1.6 mm thickness CRCA sheet. The silent canopy shall be of nut bolt type construction. Powder coating is done after multi-stage industrial surface treatment process of sheet metal. Canopy should be weather-proof, dust-proof, with panel and doors having inside lining of Fire-Retardant Foam, resistant to erosion from air expansion or accidental fluid splatters, as acoustic material. Hinged doors shall be provided to canopy, one door shall have glass window for control panel. Air intake and exhaust louvers shall be acoustically designed to allow sufficient airflow for engine cooling under rated ambient thermal loads without breaching the specified 75 dB(A) noise restriction threshold.

2. Surface Treatment-Painting

The enclosure surface is pretreated with 11 tank processes and thereafter they are coated with high quality UV resistant coated powder and are baked in uniform temperature in conveyor oven to with stand extreme environment.

3. Base Frame

The Base frame is rugged in construction and designed for mounting engine and alternator close coupled, with cross members mounted on AVM Pads. They are fabricated with MS HR sheet steel of suitable thickness as per OEM standard. The Base frame is pretreated and coated with primer-based powder / Epoxy paint. Base frame may be provided with integral fuel tank & DEF tank with drain plug, air vent, inlet & outlet connection & provision for cleaning.

4. Fuel Tank

In built Fuel tank capable of storing min. 700 L of diesel (or of sufficient capacity to store diesel required for running the DG set for 8 hours at 100% load, whichever is higher) shall be provided. The fuel tank must be installed with required pipe connections & valves as per standard. The fuel level gauge to be provided with a proper scale with a minimum division of 5 liters.

5. Silencer

Hospital grade Silencer has to be provided to suppress exhaust noise from the engine to meet CPCB IV+ norms. The silencer and attached exhaust pipe should be properly covered with glass wool insulation and aluminum sheet. (The Silencer should be preferably inside the Acoustic Enclosure According to Latest CPCB IV + Norms)

6. Emergency Push Stop Button:

The above DG sets should have the provision of emergency push button, external to the canopy.

7. Performance Parameters

DG set with canopy are manufactured as per (ISO 3744 OR 8528 PT 10) to meet CPCB-IV+ norms of maximum average noise level of 75 dBA under green field conditions at 1-meter distance from all four sides. The average stabilized hot air temperature rise with in the canopy is maintained within 10-degree C over and above ambient temperature. The above test shall be done at factory as well as site & the same shall be sole responsibility of vendor.

3.1.4 WARRANTY

The DG set shall be guaranteed against faulty workmanship/ poor material quality and failures due to the same, for minimum of **24 months** from the date of commissioning. The Major components like Crankshaft, Camshaft, Cylinder Head, Cylinder Block, Connecting rod should carry warranty for 5 years or 5000 running hours, whichever is earlier. No compromise will be entertained on this clause. **The warranty should be from respective manufacturers of the engine and alternator & its Batteries** and not by assemblers and any other agency.

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

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

3.1.5 COMPLIANCE STANDARDS

The DG set, alternator, control panel and acoustic enclosure shall conform to the latest editions of the following codes and standards, in addition to any state/CEA/CPCB directive in force at the time of installation:

Parameter	Specification
ISO 8528 (Parts 1–13)	Reciprocating internal combustion engine driven alternating current generating sets — Part 1: Application, ratings and performance; Part 5: Generating sets — performance; Part 10: Measurement of airborne noise
ISO 3046 (Parts 1–4)	Reciprocating internal combustion engines — Performance
ISO 8178 (Parts 1 & 4)	Reciprocating internal combustion engines — Exhaust emission measurement; test cycles for engines in variable-speed and constant-speed applications
IS 13364 (Parts 1 & 2)	AC generating sets driven by reciprocating internal combustion engines (Indian adoption aligned with ISO 8528)
IS 10002	Specification for diesel engine generating sets
IS 4722	Rotating electrical machines — Specification / performance
IS 4691	Degree of protection provided by enclosures for rotating electrical machinery
IS 4728	Terminal markings for rotating electrical machines
IS 4729	Measurement and evaluation of vibration of rotating electrical machines

IS 4889	Method of determination of efficiency of rotating electrical machines
IEC 60034 (Part 1)/ VDE 0530	Rotating electrical machines — Rating and performance
BS 4999/ BS 5000 / BS 2613	Rotating electrical machinery — Performance / general requirements
BS 649 / BS 5514	Diesel engines for general purpose applications / reciprocating IC engine performance
IEC 60947	Low-voltage switchgear and control gear (for panel components)
IS 7888	Methods of test for flexible polyurethane foam (acoustic enclosure lining flammability)
IS 3043	Code of practice for earthing
CPCB GSR 771(E) dated 11.12.2013, as amended	Emission limits for new diesel engines up to 800 kW for genset applications (CPCB IV+ level effective July 2023)
CPCB GSR 371(E) dated 17.05.2002, as amended (GSR 520(E), GSR 448(E), GSR 315(E), GSR 464(E), GSR 566(E), GSR 752(E), GSR 215(E) etc.)	Noise limits for diesel generator sets — 75 dB(A) at 1 metre for sets up to 1000 kVA
CPCB "System and Procedure for Compliance to Emission Limits for Diesel Engines" (CPCB IV+), dated 28.03.2023	Test methods, testing equipment and procedures for CPCB IV+ Type Approval and COP verification
Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2010	Electrical safety requirements for the installation
Indian Electricity Rules, 1956 / Electricity Act, 2003	Statutory framework for electrical installation approval (Electrical Inspectorate/CEIG)

Where an OEM's standard product uses an equivalent international standard not listed above (e.g., an alternate national standard for the same parameter), the bidder must demonstrate equivalence and submit supporting type-test documentation for the purchaser's/consultant's approval.

3.1.6 BASE PLATE -The diesel engine and the alternator shall be mounted on a common base plate made from suitable channel sections with welded joints. Suitable anti-vibration mountings duly approved by Bank's Engineer shall be employed to prevent transmission of vibration to the structure to the maximum extent possible.

- Drain plugs shall be provided for draining mobile oil.
- FR casing battery shall be provided in a tray

8.1.7 EXHAUST PIPING: All M.S. pipes for exhaust lines shall confirm to relevant IS. The runs forming part of factory assembly on the engine flexible connections up to exhaust silencer shall be the exhaust piping item. The work includes necessary cladding of exhaust pipe work using thermal insulation wrapping of min. 50 mm thick high-density (min. 100 kg/cum) mineral rockwool for complete portion. The exhaust pipe system includes necessary supports, foundation etc. to avoid any load or stress on turbo charger /exhaust piping as per the CPCB IV+ norms & local PCB/ authorities etc. **Height of exhaust pipe should be as per local pollution control board (PCB) norms to obtain NOC from PCB/Local authority.**

A heavy-duty **"Hospital"** type silencer with necessary length of exhaust piping, complete with insulation shall be provided from the engine exhaust complete with long bends, bird screens, etc. along with supports. After all the equipment are erected, they shall be given two coats of approved quality paint as may be required.

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

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

• The engine and the alternator placed on a common base plate shall be mounted on sufficient numbers of suitable capacity **Cushy Foot or equivalent make** anti-vibration mounts (AVMs) inside the acoustic enclosures to reduce DG set vibration and noise transmission to the surrounding structure and to distribute the load evenly.

• The scope of work includes the design, supply, and installation of all robust secondary steel structural columns, vibration isolators (AVMs), structural cross-members, and roof-mounting frame structures required to safely elevate and anchor the heavy ATS catalyst block (DOC + DPF + SCR modules).

• Exhaust gas piping must be fabricated using heavy-gauge MS B-class pipes insulated with high-density rockwool and wrapped in aluminum cladding to minimize ambient heat radiation inside the enclosure.

• The discharge stack/exhaust pipe height must be routed and extended upward to terminate safely in absolute accordance with CPCC/CPCB chimney height calculation rules relative to the building height.

• The diesel tank shall be supplied and installed as per the manufacturer's standards

• The batteries shall be mounted on a suitable size angle iron stand, duly painted, fixed to the floor, and provided with suitable rubber matting.

• Required sizes mentioned in Unpriced bill of quantity/Part – II and approved make power cabling confirming to the IS/BIS standards shall be done from DG set Alternator terminals to control panel and termination of the same. Also, termination of the existing power source and outgoing to Sub power panel shall be done by the Contractor.

• **The proposed DG set shall be installed on the same foundation where the existing DG set is installed. Any required modification to the foundation shall be in the scope of this work. Therefore, the Tenderers are advised to visit site & understand the scope of work before offering their rates.**

Necessary electrical and physical layout drawings shall be prepared in consultation with the Bank's Engineer. The drawings, if necessary, shall be submitted to the local electrical inspectorate or any other statutory authority for their approval. If required, the contractor shall arrange for inspection of the installations by the competent authorities and the entire installation shall be got certified. Defects, if any, pointed out by the above authorities shall be rectified free of cost. However, any item of work

beyond the scope of this work is to be carried out to meet their requirements, the same shall be carried out at mutually agreed extra rates. The fees to the statutory Authorities only, if any, payable in this connection will be paid by the Bank subject to submission of receipts.

8.2 MICROPROCESSOR BASED AUTO MAINS FAILURE (AMF) POWER CONTROL PANEL

The AMF Control panel shall be made of 14 & 16 SWG sheet steel mounted on a channel frame, floor mounting, free standing, dust proof, cubical type, front operated etc. It shall be provided with 630A, 50 kA 4 pole contactors with all protective devices, current transformers with suitable ratio for metering and protection, earth fault relay, square digital type ammeter (0 – 1000A), square digital type voltmeter (0 - 600V), digital type frequency meter, kWh meter, LED type indicating lamps, fuses, with necessary bus extension for terminating DG Cable etc.

The AMF Panel shall be floor standing with cable entry provisions from bottom. The panel shall be equipped with tinned copper bus bars of suitable size (considering **ampacity not more than 1.2 A/mm^2**), duly provided with heat shrink PVC sleeves mounted on suitable support insulators. Separate bus bars for incoming and outgoing with cable entry at bottom /top of panel with removable gland plate separately for incoming and outgoing cables, panel lifting hooks, base frame etc. including the following:

- CT operated Digital Multifunction meter with remote monitoring facility.
- Mode Selector Switch OFF/AUTO/MANUAL
- Set of current transformers of suitable ratio
- Built-in boost cum trickle Battery Charger consisting of –
  a) Transformer/Rectifier
  b) DC Ammeter
  c) DC Voltmeter
  d) Charging rate selector switch
  e) Hooter

Contactors and MCCBs

- 630A 50 kA 4 pole MCCB one each for Main supply and DG set power supply (microprocessor-based release) with short circuit and overload protection.
- 630A 50 kA Contactor based/ATS based smooth Changeover facility and necessary interlocks
- Engine shutdown and Alternator protection equipment
  a) Low lube oil pressure shutdown
  b) High Coolant temperature shutdown
  c) Engine overspeed shutdown

(the above alarms are also acceptable as part of engine controller.)

Alternator Protection

1. Overload
2. Short Circuit
3. Earth fault
4. Overvoltage

- Main supply voltage Monitor with under/over voltage adjustable setting
- Set of control relays
- Set of indicating lamp load on set, load on mains, start failure, high temperature trip, low oil pressure, high temperature warning, battery low.
- Push buttons for start, stop, reset, silence alarm, DG / Mains supply contactors / ATS manual override.
- Microprocessor based engine control unit with LAN connectivity and necessary software for remote monitoring and operation. (either in AMF panel or in engine)
- Toggle switch for hooter ON/OFF
- Tinned Copper busbar to be designed for suitable size to withstand minimum 800A load i.e. at 1.2 Amps per sq. mm.

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

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

8.3 TESTING & COMMISSIONING -

8.3.1 FACTORY TESTING OF 400 kVA DG SET (PRE-DISPATCH INSPECTION)

After completion of manufacturing of DG set, the same shall be subjected to inspection and testing at the manufacturer's factory in the presence of Bank's Engineer as per the following methodology:

i. Pre-Start Physical, Safety & Alignment Audit

Prior to engine activation, a rigorous visual and structural evaluation is performed. This check encompasses:

(a) Verification of the body and neutral grounding paths to guarantee ground resistance stays strictly beneath 1.0 Ohm.

(b) Critical function checking of the Emergency Stop pushbuttons to verify immediate fuel cutoff and machine trip activation.

(c) Structural alignment checking of the engine-generator shaft configuration on anti-vibration mountings (AVMs) to limit initial runtime stress.

(d) Pre-operational insulation verification using a megohmmeter (Megger test) at 1000V DC applied to the main stator windings, and 500V DC applied to the rotor and exciter

units. A minimum threshold of 100 MΩ under cold conditions must be reached to authorize the engine crank sequence.

ii. Cold Winding Resistance & Phase Balance Measurement

Using a high precision, calibrated digital micro-ohmmeter (or Kelvin Bridge system), the DC resistance of each phase of the stator windings is measured under cold ambient equilibrium. The key metric audited here is phase-to-phase structural balance (U-V, V-W, W-U). To pass, the variance between the highest and lowest phase readings must be less than 1.0%. This step identifies internal turn-to-turn insulation degradation or copper cross-section irregularities that a high-voltage insulation megger test cannot detect.

iii. Stepped Load Performance & Thermal Saturation Test

The generator set is connected to a purely resistive load bank (1.0 Power Factor) and operated through consecutive step increments. Since the engine real power capacity is nameplate rated at 320 kW (400 kVA x 0.8 PF), the sequence applies targeted real-power milestones: 25% (80 kW), 50% (160 kW), 75% (240 kW), and 100% full continuous engine load (320 kW). The unit is maintained at 100% load for a continuous block of 2.0 hours to accomplish total thermal saturation. This phase verifies that the engine blocks, radiator, and core cooling framework effectively maintain lube oil pressures and jacket coolant temperatures well within limits under maximum heat rejection states.

iv. Overload Performance Test

Following the 2-hour continuous full-load phase, a 1-hour continuous overload test is initiated at 110% of the prime power rating, equating to exactly 352 kW of resistive load. This test verifies the governor's mechanical headroom, fuel delivery capacity, turbocharger response bounds, and overall structural durability. It is strictly limited to units bearing an ISO Prime Power (PRP) declaration, as Emergency Standby Power (ESP) units are not configured for overload output headroom.

v. Sudden Step-Up Load Blocks & Transient Response Test

This transient evaluation replicates sudden field motor starts or block load connection spikes. Stepped resistive load blocks (typically 0% to 50% [160 kW], followed by 50% to 100% [320 kW]) are applied instantaneously via a high-speed breaker configuration. Transient digital power analyzers track the exact voltage drop and frequency dip waveforms. To comply with strict ISO 8528-5 Class G3 benchmarks, the temporary transient frequency dip must not drop past -7.0%, the voltage drop must not fall past -15.0%, and all parameters must return to stable steady-state boundaries inside a 3.0-second recovery envelope.

vi. 100% Full Load Rejection Test

While the generator is operating under full 100% continuous load (320 kW), the main load circuit breaker is suddenly and intentionally tripped. This instant loss of load removes all mechanical resistance, causing a brief, sharp rise in engine speed and alternator field voltage. High-speed digital capture systems audit the transient overshoot peaks. Under Class G3 limits, the temporary frequency spike must never cross +10.0% and must settle inside 3.0 seconds, while the transient voltage overshoot must not exceed +20.0%, stabilizing back to nominal settings within 4.0 seconds. Prolonged engine hunting, safety trips, or overspeed triggers constitute an immediate FAT failure.

vii. Specific Fuel Consumption (SFC) Field Validation

During the stable 100% thermal runtime block, precise volumetric fuel consumption (Liters per Hour) is tracked alongside fuel temperature inside the day tank. Using a field hydrometer, the actual diesel density (grams per Liter) is logged and corrected for temperature to calculate the fuel burn by true mass. The Specific Fuel Consumption is calculated using the formula:

SFC (g/kWh) = [Fuel Flow (L/h) x Fuel Density (g/L)] / Measured Real Power (kW)

The resulting field figure is matched against the original manufacturer's engineering datasheets with an acceptable compliance margin of +5.0%. The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceeds 5% of the committed value.

viii. Hot-State Alternator Winding Health & Insulation Review

Immediately upon completing the full 4.5-hour sequence and bringing the engine to a standstill, the main breaker is isolated, and winding insulation checks are executed again within a strict 10-minute window while the copper coils remain at peak thermal operating temperatures. High surface humidity conditions or internal moisture accumulation can degrade hot insulation capabilities. Measured raw values are mapped using the mathematical correction factor formula:

$$Kt = 2^{((Tw-40)/10)}$$

The resulting calculated hot insulation values must safely remain above 5.0 MΩ to confirm the integrity of the alternator's insulation materials.

ix. CPCB Acoustic Canopy Sound Pressure Measurement

To confirm Central Pollution Control Board (CPCB) sound emission compliance, a Type-1 sound level meter (SLM) configured to A-weighting with a slow response profile tracks noise levels. An 8-point geometric tracking perimeter is mapped out exactly 1.0 metre away from all core faces of the silent canopy enclosure while the unit runs at 100% full load (320 kW). The final mathematical average of all 8 perimeter tracking positions must not exceed 75 dB(A).

8.3.2 MICROPROCESSOR BASED AMF PANEL

The following tests shall be carried out for the AMF panel and necessary certificates to be submitted by the contractor before dispatch of the panel to the site. Insulation resistance test with 1000 V megger with all switchgear in closed position.

1) Phase-to-Phase 2.5 MEG. OHMS (Minimum)
2) Phase-to-Neutral 1.5 MEG. OHMS (Minimum)
3) Meters and relay calibrated and tested through secondary injection tests.

Site Testing – After successful installation of DG set, the DG set shall undergo Pre-Start Physical, Safety & Alignment Audit (as specified under clause 8.3.1(i) above). Moreover, the DG set shall be run for 4 hours at existing load connected to the set, during which proper functioning with all required parameters shall be tested. On completion of test, necessary test report shall be furnished.

Cost of diesel consumption for factory and site testing shall be bear by the vendor & same will be included in the part II.

4	**Approved makes:**

Sr. No.	Item Description	Approved Makes
1	Diesel Engine	Cummins/ Kirloskar/ Greaves Cotton/ Baudouin/ Perkins/ Caterpillar/ equivalent, approved by the Bank
2	Alternator	Stamford/ Leroy-Somer/ Mecc Alte/ Kirloskar Electric/ Crompton Greaves/ equivalent, approved by the Bank
3	DG Set main controller	Deep Sea Electronics (DSE)/ ComAp/ OEM's proprietary equivalent
4	Cables	Polycab/ Havells/ KEI/ Finolex/ LAPP/ equivalent, approved by the Bank
5	Power Contactors/ switchgear/ MCB/ MCCB	Siemens/ Legrand/ ABB/ Schneider/ Lauritz Knudsen/ Alstom/ equivalent, approved by the Bank
6	Meters (energy meter, ammeter, voltmeter)	Lauritz Knudsen/ Havells/ Siemens/ AE/ Meco/ GE/ Schneider/ equivalent, approved by the Bank
7	Indication lamps, toggle & selector switches	Lauritz Knudsen/ Kaycee/ Salzer/ Teknic/ equivalent, approved by the Bank
8	Current Transformer	AE/ Kappa/ Pragati/ ECS/ equivalent, approved by the Bank
9	Battery	Panasonic/ Exide/ Amaron/ Cummins/ HBL/ equivalent, approved by the Bank
10	MS ERW pipes	SAIL/ Tata/ Jindal/ equivalent, approved by the Bank
11	Cable glands & lugs	Siemens/ Dowells/ Braco/ Comet/ Axis/ Jainson/ equivalent, approved by the Bank

5 Comprehensive Annual Maintenance Contract (CAMC)

5.1 1. <u>Scope of Work & Validity Period</u>

The Contractor shall provide Comprehensive Annual Maintenance (CAMC) for the 400 kVA water-cooled DG Set, which includes periodic routine, preventive maintenance (comprising specific Monthly, Quarterly Preventive Maintenance, and B-Checks schedules), and also any number of breakdown calls along with the supply of all material and labour involved for the supplied/installed equipment and its accessories in order to ensure proper functioning of the system.

The scope of comprehensive AMC shall include

- replacement of defective components of DG set (diesel engine, alternator, controller or any of its sub-assemblies required for normal functioning of DG set) in strict accordance with the manufacturers' recommendations, during the course of defects liability period and comprehensive AMC.
- Repairing and servicing of AMF panel included but not limited to, MCCBs, power contactors, microprocessor-based controller, relays, timers, selector switches, fuses/ MCBs, battery charger and wiring etc,
- Preventive maintenance of DG Set as per periodicity specified in this section (or earlier, if recommended by the manufacturer).
- To carry out necessary adjustments of assemblies, sub-assemblies and levelling of the sets as per manufacturer's recommendations for keeping the DG set in good working condition.
- Replacement of parts, components, assembly or sub-assemblies as and when necessary,

- Attending break down of all DG sets with supply of genuine spares and assembled/ Installation of required materials (Spare parts) with consumable.
- Exclusions: Diesel
- CAMC Validity Period: The CAMC period will commence from the expiry of the one-year defects liability period (DLP) and accordingly shall be valid for a total fixed period of Nine (9) Years.
- Payment Frequency: The Bank shall be responsible for making all payments to the Contractor during the CAMC period for rendering satisfactory maintenance services as per the scope of works stated herein. Half-yearly payment shall be made by the Bank to the Contractor after the rendering of satisfactory services during monthly, quarterly subject to the submission of the bill along with requisite service reports.
- Service Report Verification: While submitting the invoice towards annual maintenance to the Bank, the Contractor has to furnish satisfactory working service reports from the Bank's authorized personnel. In case the Contractor fails to furnish the required service reports to the satisfaction of the Bank, the Bank reserves the right to make a proportionate financial recovery to the extent of the deficiency in CAMC services. The certification given by the Bank is final and shall not be subject to any dispute.
- Performance Bank Guarantee: A Performance Bank Guarantee (PBG) for the due fulfilment of the contract, under 9-year CAMC period as prescribed in the tender, shall be submitted by the Contractor.
- The firm should undertake to arrange genuine spares of the Diesel Engine and Alternator as and when required. The Contractor has to replace any defective parts with the Manufacturer's (OEM) genuine parts under intimation to the Bank's authorized personnel.

2. <u>Periodic Service Schedules & Task Frequencies</u>

The Contractor shall strictly execute the following multi-tiered operational maintenance routines and fill out the preventive check-up schedule for each instance:

A. Monthly General Check-up & Deep Cleaning Schedule

• Frequency: Every month (30-day interval). A formal service report must be submitted every month and after every breakdown call.

• Mechanical Deep Cleaning: Deep clean the entire DG set, including the interior of the acoustic enclosure, alternator body, engine block, and the top surfaces of the control/AMF panels to prevent dust build-up.

• Fluid & Leak Auditing: Check lube oil level and the condition of the lube oil; top up/refill if required. Inspect the engine and radiator assembly for any visual fuel, coolant, or lubricating oil weeping or active leaks. Check and repair any detected leakages immediately.

• Battery Diagnostics & Upkeep: Clean air filters periodically with compressed air. Check the starting batteries and top up distilled water if required. Measure and log the specific gravity and voltage profiles of the starting battery bank. Perform de-sulphation on battery terminals, clean them, and apply petroleum jelly/protective grease to prevent corrosion.

B. Quarterly Preventive Maintenance (PM) Schedule

• Frequency: Every quarter (90-day interval), to be carried out in addition to the monthly requirements.

• Radiator & Coolant System: Check the coolant level and the condition of the coolant mix; refill whenever required. Check for structural leaks in the radiator fins or core matrix and rectify the same immediately.

• Belts & Drive Assembly: Check the condition of the fan and alternator drive belts and tighten if required. Check and repair the accessories drive, turbocharger systems, and crankshaft endplay parameters whenever required.
• Governor & Throttle Controls: Inspect the electronic/mechanical governor on every visit and tune it for proper functioning. Check the throttle control mechanical links and verify their settings.
• Alternator Output & Diodes: Verify the functioning of the alternator at every site visit. Check the rotating diode assembly in the brushless alternator, including the isolation, testing, and replacement of defective diodes as and when required.
• Control Panel & Instrumentation: Audit all instruments, safety meters, and digital screens on the main control/ instrument panel, including replacement as and when required.
• Electrical Harness System: Inspect the entire AC/DC wiring harness layout, terminal tighteners, and cable routing; carry out repairing/replacement as and when required.
• Dynamic Adjustments: Check the shaft alignment between the engine and alternator as per requirement. Perform setting and adjustment of valve tappets whenever required.
• Safety Sensors Audit: All engine safety sensors—viz., high water temperature gauge, oil pressure gauge, oil temperature gauge, and over speeding sensor—need to be checked for correct functionality and must be replaced/repaired on a priority basis if required.

C. Hour-Based / Intermittent B-Checks Service
• Execution Timing: Supply and replacement of the covered consumable components during a B-Check Service shall be performed without any additional cost to the Bankat every 300 hours of engine operation OR every 6 months, whichever occurs earlier.
• Covered Components List: The Contractor is responsible for the direct supply and swap-out of:

1. Fuel Filters (Primary and Secondary)
2. Lubricating Oil Filter
3. By-pass Filter
4. Engine Coolant Mix
5. Engine Lubricating Oil
6. Air Filter Elements

• Diagnostic Close-out: Perform a complete fault code diagnosis on the engine ECM and alternator systems. Check and service the engine for smooth running, monitoring for any unusual mechanical sound or colour of smoke from the exhaust, and setting it right in case of any observed deviations.

3. <u>Breakdown Service Level Agreements (SLA)</u>
• Complaint Logging: The Complaint/Message may be sent by the Bank to the registered physical address, Telephone Number, or official email of the Contractor.
• Response Window: The Contractor must attend to all breakdown calls within a maximum Service Level Agreement (SLA) window stipulated at para 5.3 below, from the exact time the message/complaint is logged by the Bank.
• Spares Readiness: The Contractor shall ensure that the required common spares for proper maintenance are readily available with them throughout the DLP and the 9-year CAMC period.
• On-Site Standby Buffer: The Contractor shall keep spare standby equipment, as detailed in the general instructions, directly at the site to ensure prompt rectification of defects and to minimize system downtime.

4. <u>Personnel & Legal Compliance</u>

• Resource Deployment: The Contractor shall deploy an adequate number of qualified, certified, and experienced service engineers and skilled personnel to carry out the services, repairs, and maintenance. Considering the operational nature of the Bank, the Contractor shall ensure the availability of its maintenance personnel as and when required.
• Employment Restrictions: The Contractor shall only employ its own direct employees or certified OEM employees for rendering the services contemplated under this Agreement.
• Personnel Demeanour: The Contractor shall ensure that all deployed personnel act with proper demeanour. In case the Bank notifies the Contractor that any personnel must be replaced for any reason, the Contractor shall promptly act upon such notice and replace the individual.
• Statutory & Labour Law Compliance: The Contractor shall familiarize itself and fully comply with the provisions of all Acts, Rules, Regulations, and orders of the State/Central Government applicable to the work, including the Payment of Wages Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, and all future labor-related enactments. The Contractor shall be fully responsible for the due observance of the same, shall obtain all necessary Workmen Insurance, and shall keep the Bank fully indemnified against any legal action arising from contraventions.

5. Non-Performance & Penalty Clauses
• The "If the B-Check is Delayed" Directive: If the Contractor fails to perform the mandatory B-Check at the 300-hour or 6-month marker or fails to complete the monthly/ quarterly preventive checklists within the designated calendar month, the Bank reserves the right to withhold the half-yearly payment.
• SLA Breach Penalties: Failure to respond to a critical breakdown call within the rectification time stipulated at para 5.3 below shall result in a imposition of penalty deducted directly from the dues payable to the Contractor, including but not limited to recovery of the penal amount from outstanding invoice and/ or from the bank guarantee towards fulfilment of contractual obligations under CAMC.

5.2 Formula for increment/ renewal

The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contact period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$$A_C = A_P\ [(15 + 60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)] / 100$$

A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the current year.
CPI_P	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the previous year.

5.3 Penalty

Penalty for delay in rectification of fault during DLP/ CAMC period: This being a Bank's emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied:

	Condition	Rectification time	Penalty

	(a)	Any defects resulting in total failure of the system	8 hours	Rs.2500/- per day subject to maximum 25% of the annual CAMC amount
	(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.1000/- per day subject to maximum 25% of the annual CAMC amount.
	In addition to the above, if the system is not rectified within the period of 3 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.			
	(d) Any penalty during the DLP/ CAMC period shall be recovered from any dues payable to the contractor (such as retention money deposit) or invoked from the Bank Guarantee.			

I/We hereby declare that I/We have read and understood the above instructions which have been issued as conditions of the Contract.

Place / Date Seal & Signature of Contractor

Section -IX

Technical Details to be filled by Bidder

Sl. No.	Parameter / Component	Technical Specification Requirement	Bidder's Compliance/ Remarks / Deviations/ Datasheet Ref.
1.0	**General Description & Scope**		
1.1	Genset Capacity	Continuous Prime Rating: 400 kVA / 320 kWe at 0.8 lagging PF, 415V, 3-Phase, 4-Wire, 50 Hz.	
1.2	Operating Speed	Fixed nominal operating speed of 1500 RPM.	
1.3	Duty Application	Prime Power continuous duty cycle conforming to ISO 8528-1.	
1.4	Emission Norms	Type-tested and approved certified compliance with the latest CPCB-IV+ emission norms.	
2.0	**Diesel Engine Specification**		
2.1	Engine Make	Approved make	
2.2	Engine Model		
2.3	Engine Configuration	4-Stroke, Inline or V-type, Turbocharged and Aftercooled / Charge Air Cooled (TA), liquid/water-cooled radiator system.	
2.4	Fuel Injection System	Electronically managed High-Pressure Common Rail Direct Injection (CRDI / HPCR) system managed by a dedicated engine ECU.	
2.5	Gross engine power at 100% PRP as per ISO 3046 / IS 10000	Min. 485 bhp	
2.6	Engine Governing	Electronic Governing conforming to performance class ISO 8528-5 Class G3 or better with programmable isochronous or droop options.	
2.7	Overload Capacity	Engine suitable to run the DG set at 10% overload for 1 hour within any 12-hour continuous operational window at 50°C ambient.	
2.8	Pumping Assemblies	Engine-driven low-pressure fuel feed pump, engine-driven high-pressure common-rail injection pump, engine-driven coolant pump, and engine-driven lubricating oil pump.	
2.9	Exhaust System	Engine equipped with 'Hospital / Domestic Grade' silencer providing optimal noise attenuation	
3.0	**Alternator Specification**		
3.1	Machine Sizing Configuration	Horizontal foot-mounted, single or double bearing, self-excited, revolving field, self-regulated, brushless machine with screen-protected drip-proof (SPDP) enclosure.	

3.2	Design Standard Codes	Conforming to IS: 13364 / IEC 60034-1 / BS 5000	
3.3	Insulation & Temperature	Class H insulation with total operational temperature rise limited within specified Class F/H boundaries under a 50°C local ambient envelope.	
3.4	Ingress Protection	Minimum structural ingress protection rated at IP23.	
3.5	Voltage Regulation & Variation	Integrated Electronic AVR maintaining steady-state voltage within ±1% across zero to full load, and dynamic voltage variation within ±5% under transient steps.	
3.6	Terminal Box	Heavy-duty copper terminal box with both ends of each phase winding brought out for external copper/ aluminium cable (2 runs) termination.	
4.0	**Microprocessor Controller & Diagnostics**		
4.1	Automation Panel Core	Dual-mode Automatic Mains Failure (AMF) and Auto-Start capability utilizing an industrial microprocessor controller with an LCD/LED backlit display.	
4.2	ECU Integration	Native data link communication linking the engine injection computer to the display panel, compatible with BMS integration via RS485 Modbus RTU.	
4.3	Live Engine Metering	Displays: Lube oil pressure, coolant temperature, actual RPM, starting battery voltage, engine running hours, real-time fuel consumption rate, and DEF level display.	
4.4	Live Alternator Metering	Displays: Voltage (L-L & L-N), Phase & Total Current, Frequency (Hz), Active Power (kW total & per phase), Apparent Power (kVA total & per phase), Power Factor (PF), and Total Energy Accumulation (kWh).	
4.5	Engine Protection Trips	Low lube oil pressure, high coolant temperature, low coolant level, engine over-speed, cranking lockout, weak battery monitoring, and fail-to-start shutdowns.	
4.6	Electrical Protection Trips	Over/under voltage, over/under frequency, overcurrent/short-circuit trip, kW electrical overload, loss of AC sensing, and phase sequence fault.	
4.7	CPCB-IV+ Inducement Safety	Integrated automatic warning and torque de-rate/shutdown protections linked directly to low-DEF levels, incorrect DEF fluid quality, or after-treatment sensor faults.	

4.8	Diagnostic Fault Tracker	Display 100 time-stamped events/ faults	
4.9	Operation Controls	Front panel controls for: OFF/ RUN/ AUTO mode selection, Panel lamp switch, Fault reset switch, and local/remote Emergency stop switch.	
5.0	**Auxiliaries & Accessories**		
5.1	Fuel tank capacity	Sufficient to run the DG set continuously for 8 hours at 100% full load, or a minimum capacity of 700 Litres, whichever is higher	
5.2	Specific fuel consumption at full load at standard testing conditions of ambient and altitude		
5.3	Diesel Exhaust Fluid (DEF) Tank capacity	Min. 66 Litres	
5.4	Anti-Vibration Mounts	High-deflection rubber-in-shear or spring-type anti-vibration mountings (AVMs) of reputed manufacture provided between engine/alternator feet and the common base frame.	
5.5	Starting Battery Bank	High-reliability VRLA Maintenance-Free or Lead-Tin Plate (LTP) technology batteries housed inside fire-retardant casings, sized for three (3) consecutive 10-second starting attempts.	
5.6	Battery Charger	Automatic static float/boost battery charger housed within the AMF panel to continuously regulate battery health.	
6.0	**Details of acoustic enclosure/ canopy**		
6.1	Acoustic Canopy	Factory-fabricated, weatherproof, reducing overall sound pressure down to ≤ 75 dBA at 1 meter distance under free-field conditions.	
6.2	Thickness of acoustic enclosure sheet metal	Min. 1.6 mm	
6.3	Details of framework	Using ISMC 100	
6.4	Type of acoustic material (wool)	As per CPCB IV Norms	
6.5	Density of acoustic material (wool)	As per CPCB IV Norms	
6.6	Thickness of acoustic material (wool)	As per CPCB IV Norms	
6.7	Type of covering for the outer surface of wool	As per CPCB IV Norms	
6.8	Type of external covering to the acoustic material	MS/ GI perforated sheets	

6.9	Thickness of sheet covering acoustic insulation	Minimum 22 swg	
6.10	Perforation in sheet	40-60%	
6.11	No. of doors	Min. 6 nos.	
6.12	Size of doors	As per requirement	
6.13	Acoustic insulation of doors	As per CPCB Norms	
6.14	Locking system of doors	Pressure locks from outside and bolts from inside	
6.15	No. of ventilation fans	Suitable to keep inside temperature approximately 5-6 deg. above ambient with DG set operating at full load and all doors closed.	
6.16	Dia. of exhaust pipe	Min. 150 mm	
7.0	**Miscellaneous**		
7.1	Coupling Type		
7.2	Coupling guard	Required	
7.3	Base plate	Required	
7.4	List of tools supplied with the engine & alternator, free of cost.	List to be attached	
7.5	List of spares to be supplied along with the engine & alternator, free of cost.	List to be attached	
7.6	Availability of adequate testing facility at OEM's factory for conducting pre-dispatch inspection tests mentioned in Section VIII and Annexure-XIV.	Mandatory requirement	

Note: In case of non-compliance of any one of the above specification requirements, the tender is liable to be technically rejected.

Seal of company

Signature

Name

Designation

Date

Section – X

Un-priced bill of quantity
(Image of price bid/part II)
Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Note: ##Don't fill rate here.

Sr. No.	Description of Item	Qty	UoM	Rate/ UoM	Amount
1	**400 kVA Generator set**: Supply, installation in position, testing, commissioning (SITC) and handing over of CPCB IV+ or higher compliant 400 kVA nominal capacity diesel generator (DG) set, with acoustic enclosure, meeting following technical requirements: a. Rated electrical power output: Minimum 320 kWe at 0.8 pf lag b. Engine & Alternator: As per list of approved make c. Gross engine power at 100% PRP as per ISO 3046 / IS 10000: minimum 485 bhp d. Governing Class (as per ISO 8528 Part-V): G3 e. Type of excitation: Integrated Permanent Magnet Generator (PMG) or Auxiliary Winding excitation system, capable of sustaining a short-circuit current of 300% for 10 seconds. f. Alternator winding thermal insulation: Class H g. Stator winding configuration: 2/3rd (two-thirds) pitch h. Minimum alternator efficiency at 100% load at 0.8 pf lag: 93.4% i. Maximum voltage regulation of alternator: +/-1% j. Minimum capacity of inbuilt fuel tank: 700 L (or sufficient to run DG set at 100% load for 8 houors, whichever is higher) k. Minimum capacity of DEF tank: 66 L l. Maximum permissible noise level at 1 mtr distance from DG set: 75 dB The DG set should be equipped with diesel engine, alternator, microprocessor based engine controller, liquid cooled radiator, self-starting device, hospital grade silencer with insulation, batteries with connecting copper wires, engine panel, base frame, anti-vibration mounts, diesel tank with required MS structure, level indicator etc., integrated CPCB IV+ compliant after treatment system (ATS) and all connected accessories including standard set of tools and spares (to be supplied free of cost) complete as described in detailed technical specifications. The amount quoted shall be inclusive of basic rate of the DG set; Charges towards transportation, loading/ unloading, storage, erection, installation, testing and commissioning of the DG set; All statutory taxes including GST and all other applicable taxes, levies & duties; insurance policies as required by the tender conditions; charges towards obtaining all necessary approval(s) from statutory authorities for installation	1	Set		

	and operation of DG set in Chandigarh, as required by the tender conditions; cost of consumables like diesel, DEF, lubricant oil etc. for testing and commissioning of the new DG set (approx. 5 hours on full load at factory testing and 4 hours at site); and cost of dismantling and reassembly of the canopy and/or DG set parts to facilitate the DG set reach the final installation place. (Rate inclusive of GST, as applicable)				
2	**Auto Mains Failure (AMF) panel**: Supply, Installation, Testing, and Commissioning (SITC) of floor-mounted, free-standing, IP-54 cubicle type, compartmentalised Automatic Mains Failure (AMF) Panel suitable for a 400 kVA, 415V, 3-Phase, 4-Wire, 50Hz DG set. The panel assembly must include: 1. Two (2) Nos. 630A, 4-Pole, 50kA, moulded case circuit breakers (MCCBs) complete with micro-processor-based protection releases for Overload, Short Circuit, and Earth Fault- one designated for Grid Incomer, one for DG Incomer. 2. Electrical Interlocking arrangement to strictly prevent parallel operation of grid and generator supplies. 3. Microprocessor-based AMF Controller with full LCD metering, event/fault logging, and automatic grid failure sensing capabilities. 4. High-conductivity electrolytic grade copper busbar system rated for min. 800A (considering 1.2 A/sqmm ampacity) continuous current, fully insulated with heat-shrinkable PVC sleeves. 5. Integrated 24V DC automatic static trickle-cum-boost Battery Charger complete with DC ammeter and voltmeter (if not supplied pre-mounted within the OEM canopy frame). 6. Internal control wiring using FRLS copper wires, current transformers (CTs) for protection/metering, digital multifunction meters, relays, toggle switches, selector switches, hooter, terminal blocks, push buttons, space heaters with thermostats, and LED indication lamps. (Rate inclusive of GST, as applicable)	1	No.		
3	**Earth Stations**: Supply, Installation, Testing, and Commissioning (SITC) of High-Conductivity Chemical Earth Stations conforming strictly to IS 3043:2018 and Central Electricity Authority (CEA) Safety Regulations 2023. The item scope includes: 1. Excavation & Bedding: Excavating a pit to a total depth of 3.2 metres. Laying a 200 mm thick base bedding cushion consisting of a thick, hydrated, homogenous Sodium Bentonite clay slurry at the bottom of the pit. 2. Primary Electrode Assembly: Supplying and embedding a pure electrolytic grade Solid Copper Plate of size 600 mm x 600 mm x 5.0 mm thick, positioned perfectly vertically within the center of the chemical core zone. 3. Chemical Encapsulation: Completely surrounding and encasing both faces of the copper plate using a	4	Nos.		

	minimum of 50 kg to 75 kg of premium, dry Sodium Bentonite compound powder per pit, pre-mixed with clean water to create a monolithic, moisture-retaining protective gel extending at least 150 mm beyond all plate boundaries. 4. Deep-Watering Arrangement: Supplying and installing a 20 mm diameter, medium-class Galvanized Iron (GI) watering pipe terminating at a depth of 1.5 metres below ground level, complete with radial drill perforations along the bottom 300 mm and topped at ground level with a heavy-duty GI Funnel fitted with an integrated wire-mesh strainer. 5. Earth Lead Connection: Running a factory-welded or double riveted continuous 32 mm × 6 mm electrolytic copper flat strip lead from the buried plate up to the surface-level chamber. 6. Surface Inspection Chamber: Installing a factory-finished Pre-Cast RCC (Reinforced Cement Concrete) Inspection Chamber of minimum M25 grade concrete, having clear internal dimensions of 300 mm x 300 mm x 300 mm (or 300 mm internal diameter). The chamber must be topped with a hot dip galvanized Mild Steel (MS) or Cast Iron (CI) removable access cover with an integrated lifting handle, set inside a matching steel frame. The cover must be permanently painted with the designated loop ID (e.g., "DG Neutral Pit-1" / "DG Body Pit-2"). 7. Bi-Metallic Termination Interface: Providing a heavy-duty, above-ground removable bolted test link inside the dry chamber using Grade 304/316 Stainless Steel (SS) nuts, bolts, spring washers, and bi-metallic washers/liners to safely join running GI or Copper strips to the pit lead without triggering galvanic corrosion. (Rate inclusive of GST, as applicable)				
4	**Insulated Earth Strip for Alternator Neutral Earthing:** Supply, laying, and connecting of a Copper Strip of size 32 mm x 6 mm running from the Alternator Neutral terminals inside the terminal box directly to the designated copper earth pits. The entire exposed run of this copper strip (excluding the bolted test links inside the chamber) must be fully insulated using a 1.1 kV grade, heat-shrinkable heavy-duty Black PVC sleeve to explicitly identify it as the system neutral conductor and prevent contact with building steel structures. (Rate inclusive of GST, as applicable)	30	RM		
5	**Earth Strip for Equipment Body Earthing:** Supply, laying and connecting of premium hot-dip galvanized iron (GI) earthing flat strip of size 50 mm x 10 mm conforming strictly to IS 3043:2018 standards. The strips must be run in two parallel distinct loops to bond the DG engine bed chassis, structural canopy perimeter shell, and the remote AMF panel body back to the dedicated ground earth stations. Layout includes heavy-duty GI anchoring saddles, nuts, bolts, and anti-corrosive zinc-rich cold galvanizing compound over any cut sections or drill joints. (Rate inclusive of GST, as applicable)	130	RM		

7	**Thermal Insulated MS Pipe for Exhaust System**: Supply & installation of minimum 150 mm nominal diameter (or as recommended by the OEM) mild steel (MS) ERW class B pipe, conforming strictly to IS 1239 (Part-1) / IS 3589, with bends, supports and all accessories, with thermal insulation wrapping of min. 50 mm thick high-density (min. 100 kg/cum) mineral rockwool tightly bound to the pipe using GI wire mesh and neatly finished with an outer protective jacket of 24-gauge (0.63 mm thick) Aluminium sheet cladding. (Rate inclusive of GST, as applicable)	10	RM		
8	**Power Cabling:** Supply & laying of 3.5C x 300 sqmm aluminium conductor cable PVC insulated & PVC sheathed XLPE cable of by providing & fixing of all hardware complete as per site requirement from DG set to proposed AMF panel complete in all respect & as directed. (Rate inclusive of GST, as applicable)	85	RM		
9	**Control Cabling:** Supply & laying (including terminations at both ends) of 16C x 1.5 sqmm PVC insulated copper conductor & PVC sheathed XLPE armoured cable by providing & fixing of all hardware complete as per site requirement from DG set controller to proposed AMF panel complete in all respect & as directed. (Rate inclusive of GST, as applicable)	40	RM		
10	**Cable Termination:** Providing end terminations for the 3.5C x 300 sq. mm. aluminium cables using brass double-compression cable glands, long-barrel aluminium crimping lugs, insulation profiling tapes, and heat-shrinkable terminal sleeves at both breaker connection interfaces. (Rate inclusive of GST, as applicable)	8	Nos.		
11	**Cable Termination:** Providing end terminations for the 3.5C x 400 sq. mm. aluminium cables using brass double-compression cable glands, long-barrel aluminium crimping lugs, insulation profiling tapes, and heat-shrinkable terminal sleeves at both breaker connection interfaces. (Rate inclusive of GST, as applicable)	2	Nos.		
12	**Cable Termination:** Providing end terminations for the 3.5C x 240 sq. mm. aluminium cables using brass double-compression cable glands, long-barrel aluminium crimping lugs, insulation profiling tapes, and heat-shrinkable terminal sleeves at both breaker connection interfaces. (Rate inclusive of GST, as applicable)	1	No.		
13	**Civil works**: Miscellaneous Civil excavation and backfilling works required for underground laying of power & control cable, using minimum 100 mm sand layer under & above the cables, a layer of brick for providing mechanical cushioning to the cable and earth filling work post completion of cable laying. (Rate inclusive of GST, as applicable)	1	Job		
A	**Gross Capital Cost of the system**				

14	Buyback, after disconnection and dismantling, on as is where is basis, of existing 380 kVA DG set (in an acoustic enclosure), comprising of Greaves Cotton TBD3V12I diesel engine, Crompton Greaves G1R400/43.12 alternator and its AMF panel, 1 lot of 3.5C x 240 sqmm power cable etc. The rate shall be inclusive of charges towards disposal of 380 kVA DG set in accordance with the extant guidelines of CPCC/ CPCB. (Rate inclusive of GST, but exclusive of TCS).	1	Lot		
B	**Net Capital Cost of the system**	**=(A) - (14)**			
C	Charges for 1st year of comprehensive maintenance of above 400 kVA DG set & its AMF panel, as per Section VIII: Scope of Work.				
D	**Total Cost of Ownership of the System**	**=(B) + (C) x 6.99**			

Place / Date

Seal & Signature of Contractor

Annexure – I

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 CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh"** including signing and submission of all documents, deputing persons in pre-bid meeting 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.)

Annexure II

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Bidder is the Central Public Procurement Portal(CPPP).
https://etenders.gov.in/eprocure/app

Process of E-tender : Bidder manual kit is available on home page.

A) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120- 4493395

International Bidders are requested to prefix +91 as country code

Email Support:
For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Annexure-III

Detail of participating firm/bidder on firm's letterhead

1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3.	Name of Proprietor/Partners/Directors of the firm/company	
4.	Number of Years in Operation	
5.	Address of Registered Office:	
6.	Address of manufacturing plant	
7.	Bidder's address where order/contract is to be placed	
8.	Telephone Number of address where order is to be placed Website & Email ID	_____ (Country Code) (Area Code) (Telephone No.) _____
9.	PAN No.	_____ [Also, Enclose copy of PAN Card]
10.	GST No. (refer sl. no. 8 above)	_____ [Also, Enclose copy of GST Certificate]
11.	EPF Registration No.	_____ [Also, Enclose copy of EPF Registration Certificate]
12.	ESI code No.	_____ [Also, Enclose copy of relevant document]
13.	Whether Micro / Small / Medium Enterprise	(Bidder to submit documents as specified it ITB)

14.	**Banker Detail (The account for receiving payment)** [Also, Enclose copy of cancelled Cheque]	
I.	Banker's Name	
II.	Branch	
III.	Bank account number	
IV.	IFSC	
15.	**Detail of Service Setup**	
I.	Address	
II.	Email	
III.	Telephone/Mobile No	
IV.	No of person stationed	

Place: **[Signature of Authorized Signatory of Bidder]**
Date: **Name:**
Designation:
Seal:

Annexure – IV

List of Clients on firm's letterhead

As per eligibility criteria details of qualifying works

		For work experience(Work to be completed before 5 years)	Minimum value of each completed work (Work to be completed within 5 years)		
		Client	**Client 1**	**Client 2**	**Client 3**
1	**Description of the work**				
2	**Detail of client address , telephone number & contact person & email**				
3	**Work order/Letter of award detail (Enclosed)**				
4	**Value of the work**				
5	**Date of start of work**				
6.	**Date of finish of work**				
7.	**Completion period as per work order**				
8.	**Whether works completed in time or not (No of days of delay)**				
9.	**Whether works are under Comprehensive Annual Maintenance Contract (CAMC)**				

Place: **[Signature of Authorized Signatory of Bidder]**

Date: **Name:**

Designation:

Seal:

ANNEXURE - V

On the Letter Head of company/firm/organization

Please always quote in your correspondence

Ref. No. _____ Date: _____

Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Client's Certificate regarding performance of the Bidder

We confirm that M/s. (Name of the bidder) _____ have carried out the following work/s for us. The firm may be considered sound for entrusting captioned costing up to.

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

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	**Performance Report :**	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	

Sr. No.	Particulars	Comments of the Client
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. _____ (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a)Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)
For S.E.(E) / Executive Engineer (E)

* 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 in a sealed cover addressed to the Reserve Bank of India, Chandigarh for each of the Prequalification work/s

Annexure VI

On the Letter Head of Bank

Please always quote in your correspondence

Ref. No. _____ Date: _____

Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh
Dear Sir,

Name of Work: Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

Banker's Certificate

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract to ₹ .

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

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

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

Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

Annexure – VII

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Sir,

Name of Work: **Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh**

Ref.: NIT/Advt.No. date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of Rs. (Rupees only) as Earnest Money Deposit (EMD). M/s. (Name of the Bidder/Bidder) _____, (hereinafter called as "the Bidder/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD. NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder 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 Bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidders of their

obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

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

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

d) This guarantee shall remain in force up to (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

Annexure VIII

Deviation in Techno- Commercial Conditions (on firm's letter head)

We confirm that all commercial conditions /technical specification of the Bank except for deviations listed below.

Sr. No.	Section No.	Clause No.	Deviation proposed Commercial condition
Sr. No.	**Section No.**	**Clause No.**	**Deviation proposed technical specification**

(Submit nil if there is no deviation)

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Annexure IX

Format of Article of Agreement /Contract Agreement

(for successful bidder)

(On non-judicial stamp paper of appropriate value as per the applicable Stamp Act)

THIS CONTRACT AGREEMENT is made the_____ day of_____, 2026 between the Reserve Bank of India, Chandigarh, body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called "The Bank") represented by ……..which expression shall include its successors and assigns of the one part and _____ _____incorporated under _____and having its registered office at _____ (thereinafter called "the Contractor")) which expression shall include its successors, legal representatives and assigns of the other part.

WHEREAS the Bank desires to engage the Contractor to **Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh** and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for providing "……." as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tender and the Bank has awarded the contract, to provide …….." as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the assigned work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:	
1	**Contract Agreement:** The following documents shall constitute the Contract between the Bank and the Contractor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award . Ref. No c) Minutes of pre-bid meeting d) All emails and letters exchange during the tendering process e) Part I (Techno commercial bid) and Part II (Price bid) Bid submitted by the bidder f) Notice Inviting Tender (NIT), along with any corrigenda/addenda.

2	**Contract Price:** The Bank hereby agrees to pay to the Bidder the Contract Price in consideration of the performance by the Bidder of its obligations hereunder. The Contract Price shall be the aggregate of *[Fill: amount of local currency in words]*, *[Fill: amount in figures],* or such other sums as may be determined in accordance with the terms and conditions of the Contract.
3	**Earnest Money Deposit**: Contractor has deposited an Earnest Money Deposit (EMD) equal to ₹1,22,160 along with the tender document in the form of Demand Draft/ Bank Guarantee/ NEFT in favour of Reserve Bank of India, Chandigarh in the A/c No: 186003001. No interest will be payable on the EMD. The Earnest money paid by the Contractor will be released after submission of Security deposit in the form of Performance Bank Guarantee.
4	**Performance Bank Guarantee (PBG):** The Contractor shall deposit PBG @5 **%**of the contract amount in favour of RBI, Chandigarh within 14 days of the award of contract. The PBG shall be valid till completion of DLP beyond the date of termination of contract (as mentioned in tender document. No interest will be paid on it. The PBG deposited by the Contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement. However, the issue of letter of acceptance/ work order 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. Submission of PBG shall be ensured as stipulated in the tender. In case of delay in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate. The Contractor shall also submit Performance Bank Guarantee in case the contract is extended and the PBG shall be valid for a period of 60 days beyond the date of termination of the renewed contract.
5	**Payment Terms:** Payment shall be made by the Bank to the Contractor as per the provisions of Part I of the tender. The Contractor shall ensure that wages & allowances paid to his workers are in compliance with Government wage regulations. Proof of paying minimum wages shall be submitted by the Contractor to the Bank. The percentage of wage increase shall be given as per percentage revision of wages by the Government. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952 and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. 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. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Contractor shall abide by all the statutory provisions of the Labour Codes, shall not engage a person below the age of 18 years. Contractor shall be responsible for implementing the requirements of the applicable laws. f) The Contractor shall ensure timely payment of wages/salary within **five (05) days** of subsequent month to the persons employed for the purpose of this agreement (through cheque or by crediting to the bank account) and a certificate to the effect that the

	salaries/wages are being paid regularly shall be furnished to the bank every monthPayment shall be made by the Bank to the Bidder as per the provisions of Part I of the tender.
6	**Insurance:** The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Bank 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 Bank before commencing the works. The Contractor shall be held to be reasonably liable 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 the Contractor or its workers 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. The liability under this clause shall be held to include inter alia, any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the Building and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the Building 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 Bank 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 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 Bank against all claims which may be made against the Bank 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank 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 Bank before commencement of the work**. The minimum limit of coverage under the policy shall be as defined elsewhere under General Condition of Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank 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 Bank from time to time during the currency of the Contract**. In default of the contractor ensuring as provided above, the Bank 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 Bank 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 therefrom. Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank 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 Bank 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 Building 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 Bank may deem fit, but shall, however, not be entitled to reimbursement by the Bank 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 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 Bank 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. In order to fulfil all the insurance-related conditions mentioned above, the contractor shall, within 14 days from the date of issue of the work order, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (the name of the Bank i.e. "RESERVE BANK OF INDIA" being placed first in the policy). It shall cover the following risks. i. **Contractors all risk (CAR) policy** 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. ii. **Workmen compensation policy** for the employees of the contractor at site. iii. **Third party liability policy** with a limit of Rs 2 lakh per accident maximum upto 3 accidents.
7	**Time of Completion:** The completion period of the project shall be reckoned from the 14th day of issuance of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Contractor hereby agrees to commence the work immediately after the site is handed over to him to complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.
8	The work shall, throughout the stipulated period of the contract, be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages. The recovery of Liquidated Damages shall be 0.25% of

	the cost of work executed per week (or part thereof) and subject to a maximum 10% of the accepted tender amount and the Employer may deduct such damages from any money due to the Contractor
9	**Appendices**: The Appendices listed in the attached list of Appendices shall form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendix attached hereto, and the Contract shall be read and construed accordingly.
10	**Jurisdiction**: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Chandigarh and only Courts in Chandigarh shall have jurisdiction to determine the same
11	**Language**: The Tender form shall be filled in English or in Hindi. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English or in Hindi.
12	**Non-disclosure:** i. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their 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 comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the services/works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies. ii. The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.
13	**PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE** i. 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 own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint. ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
14	The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against: i) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.

	ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work. iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.
15	The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The Contractor shall comply with the provisions of all relevant laws in connection with the work and any other law relating thereto and rules made there under from time to time as may be applicable viz. i. Code on Wages, 2019 ii. Industrial Relations Code, 2020 iii. Code on Social Security, 2020 iv. Occupational Safety, Health and Working Conditions Code, 2020 (OSHWC Code, 2020) v. Employer's Liability Act, 1938. vi. Child Labour (Prohibition and Regulation) Act, 1986. vii. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 viii Workmen compensation ix. and/or any other act / law as applicable
16	**Termination of Contract by the Bank** If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank. 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 Bank first had and obtained, Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder, Or if the Bank determine that the Contractor has abandoned the Contract, or 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 Bank notice to proceed, or

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

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 Bank under these Conditions or

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 Bank 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 Bank 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 Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

17 **Termination of Contract by Contractor**

If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose 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 19 of section IV.

18 **Penalty**

Penalty for delay in rectification of fault during DLP & CAMC: This being a Bank's emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied:

	Condition	Rectification time	Penalty

	(a)	Any defects resulting in total failure of the system	8 hours	Rs.2500/- per day subject to maximum 25% of the annual CAMC amount
	(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.1000/- per day subject to maximum 25% of the annual CAMC amount.
	In addition to the above, if the system is not rectified within the period of 3 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.			
	(d) Any penalty during the DLP/ CAMC period shall be recovered from any dues payable to the contractor (such as retention money deposit) or invoked from the Bank Guarantee.			

IN WITNESS WHERE OF the Bank and the Bidder/Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank
[Signature]
[Name & Title]
In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Signed for and on behalf of the Bidder
[Signature]
[Name & Title]
In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Annexure – X

Proforma Of Bank Guarantee for Performance Security Deposit/ Retention Money

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Sir,

Name of work: **Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh - Bank Guarantee for Performance Security Deposit/ Retention Money**

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Bidder) (hereinafter called " the said Bidder" which expression shall include its successors and assigns). AND Whereas the Bidder is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹._____ (Rupees___ _____ only) (Amount in figures and words) for the due fulfilment by the said bidder of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the bidder, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Bidder has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Bidder under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees _____only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Bidder in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

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

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

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

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. In witness whereof I/We of the Bank have signed and sealed this guarantee on the -------- -- day of ---------- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official Name:

Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

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

Annexure XI

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

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

To, Date:
Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Name of Work: Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh

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, 22020, 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 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:

Annexure XII

Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Bidder

[On the Letter head of the Applicant]

Date:

To,
Shri Vivek Srivastava
Regional Director
Reserve Bank of India
Chandigarh

Ref: Application for _____

Sir,

1 I/We …… (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.

1. I/We …… (Name of the bidder) declare that the followings legal action(s) have been/ is being taken against us:

…… (detail of the legal action, project under consideration, legal authority involved etc.) …..

…….

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

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

2. Further, we ……. also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects

2. Further, we ……. also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:
……. (detail of the project and type of action etc.) .....

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

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

Date:

Place:

Annexure XIII

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

(To be submitted by the tenderer on their letterhead)

Name of Work: **Supply, Installation, Testing and Commissioning (SITC) of CPCB IV+ compliant 400 kVA Diesel Generator set at Reserve Bank of India's Main Office Building in Chandigarh.**

1. I / We _____ (Name of the bidder) declare 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) I/we or any of our allied firm* is/ are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017, as on _____ (last date of submission of bid).

d) 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 successor firms will also be considered as allied firms

Annexure XIV

Draft Articles of Agreement for Annual Maintenance Contract

(on Rs 100 non judicial stamp paper from successful bidder only)

ARTICLES OF AGREEMENT made on ____ day of_____ between the Reserve Bank of India, Chandigarh having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of Comprehensive Annual Maintenance Contract for the period of 09 years after one year of defect liability period for Name of the work_____and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. On successful completion of one-year defect liability period from the date of virtual completion of the work, the rate for the first year CAMC shall be Rs. _____per annum as quoted by the tenderer in their tender.

2. Scope of works during CAMC Period

1. Scope of Work & Validity Period

The Contractor shall provide Comprehensive Annual Maintenance (CAMC) for the 400 kVA water-cooled DG Set, which includes periodic routine, preventive maintenance (comprising specific Monthly, Quarterly Preventive Maintenance, and B-Checks schedules), and also any number of breakdown calls along with the supply of all material and labour involved for the supplied/installed equipment and its accessories in order to ensure proper functioning of the system.

The scope of comprehensive AMC shall include

• replacement of defective components of DG set (diesel engine, alternator, controller or any of its sub-assemblies required for normal functioning of DG set) in strict accordance with the

manufacturers' recommendations, during the course of defects liability period and comprehensive AMC.

• Repairing and servicing of AMF panel included but not limited to, MCCBs, power contactors, microprocessor-based controller, relays, timers, selector switches, fuses/ MCBs, battery charger and wiring etc,

• Preventive maintenance of DG Set as per periodicity specified in this section (or earlier, if recommended by the manufacturer).

• To carry out necessary adjustments of assemblies, sub-assemblies and levelling of the sets as per manufacturer's recommendations for keeping the DG set in good working condition.

• Replacement of parts, components, assembly or sub-assemblies as and when necessary,

• Attending break down of all DG sets with supply of genuine spares and assembled/ Installation of required materials (Spare parts) with consumable.

• Exclusions: Diesel

• CAMC Validity Period: The CAMC period will commence from the expiry of the one-year defects liability period (DLP) and accordingly shall be valid for a total fixed period of Nine (9) Years.

• Payment Frequency: The Bank shall be responsible for making all payments to the Contractor during the CAMC period for rendering satisfactory maintenance services as per the scope of works stated herein. Half-yearly payment shall be made by the Bank to the Contractor after the rendering of satisfactory services during monthly, quarterly subject to the submission of the bill along with requisite service reports.

• Service Report Verification: While submitting the invoice towards annual maintenance to the Bank, the Contractor has to furnish satisfactory working service reports from the Bank's authorized personnel. In case the Contractor fails to furnish the required service reports to the satisfaction of the Bank, the Bank reserves the right to make a proportionate financial recovery to the extent of the deficiency in CAMC services. The certification given by the Bank is final and shall not be subject to any dispute.

• Performance Bank Guarantee: A Performance Bank Guarantee (PBG) for the due fulfilment of the contract, under 9-year CAMC period as prescribed in the tender, shall be submitted by the Contractor.

• The firm should undertake to arrange genuine spares of the Diesel Engine and Alternator as and when required. The Contractor has to replace any defective parts with the Manufacturer's (OEM) genuine parts under intimation to the Bank's authorized personnel.

2. <u>Periodic Service Schedules & Task Frequencies</u>

The Contractor shall strictly execute the following multi-tiered operational maintenance routines and fill out the preventive check-up schedule for each instance:

A. Monthly General Check-up & Deep Cleaning Schedule

• Frequency: Every month (30-day interval). A formal service report must be submitted every month and after every breakdown call.

• Mechanical Deep Cleaning: Deep clean the entire DG set, including the interior of the acoustic enclosure, alternator body, engine block, and the top surfaces of the control/AMF panels to prevent dust build-up.

• Fluid & Leak Auditing: Check lube oil level and the condition of the lube oil; top up/refill if required. Inspect the engine and radiator assembly for any visual fuel, coolant, or lubricating oil weeping or active leaks. Check and repair any detected leakages immediately.

• Battery Diagnostics & Upkeep: Clean air filters periodically with compressed air. Check the starting batteries and top up distilled water if required. Measure and log the specific gravity and voltage profiles of the starting battery bank. Perform de-sulphation on battery terminals, clean them, and apply petroleum jelly/protective grease to prevent corrosion.

B. Quarterly Preventive Maintenance (PM) Schedule

• Frequency: Every quarter (90-day interval), to be carried out in addition to the monthly requirements.

• Radiator & Coolant System: Check the coolant level and the condition of the coolant mix; refill whenever required. Check for structural leaks in the radiator fins or core matrix and rectify the same immediately.

• Belts & Drive Assembly: Check the condition of the fan and alternator drive belts and tighten if required. Check and repair the accessories drive, turbocharger systems, and crankshaft endplay parameters whenever required.

• Governor & Throttle Controls: Inspect the electronic/mechanical governor on every visit and tune it for proper functioning. Check the throttle control mechanical links and verify their settings.

• Alternator Output & Diodes: Verify the functioning of the alternator at every site visit. Check the rotating diode assembly in the brushless alternator, including the isolation, testing, and replacement of defective diodes as and when required.

• Control Panel & Instrumentation: Audit all instruments, safety meters, and digital screens on the main control/ instrument panel, including replacement as and when required.

• Electrical Harness System: Inspect the entire AC/DC wiring harness layout, terminal tighteners, and cable routing; carry out repairing/replacement as and when required.

• Dynamic Adjustments: Check the shaft alignment between the engine and alternator as per requirement. Perform setting and adjustment of valve tappets whenever required.

• Safety Sensors Audit: All engine safety sensors—viz., high water temperature gauge, oil pressure gauge, oil temperature gauge, and over speeding sensor—need to be checked for correct functionality and must be replaced/repaired on a priority basis if required.

C. Hour-Based / Intermittent B-Checks Service

• Execution Timing: Supply and replacement of the covered consumable components during a B-Check Service shall be performed without any additional cost to the Bankat every 300 hours of engine operation OR every 6 months, whichever occurs earlier.

• Covered Components List: The Contractor is responsible for the direct supply and swap-out of:

1. Fuel Filters (Primary and Secondary)
2. Lubricating Oil Filter
3. By-pass Filter
4. Engine Coolant Mix
5. Engine Lubricating Oil
6. Air Filter Elements

• Diagnostic Close-out: Perform a complete fault code diagnosis on the engine ECM and alternator systems. Check and service the engine for smooth running, monitoring for any unusual mechanical sound or colour of smoke from the exhaust, and setting it right in case of any observed deviations.

3. Breakdown Service Level Agreements (SLA)

• Complaint Logging: The Complaint/Message may be sent by the Bank to the registered physical address, Telephone Number, or official email of the Contractor.

• Response Window: The Contractor must attend to all breakdown calls within a maximum Service Level Agreement (SLA) window stipulated at para 5.3 below, from the exact time the message/complaint is logged by the Bank.

• Spares Readiness: The Contractor shall ensure that the required common spares for proper maintenance are readily available with them throughout the DLP and the 9-year CAMC period.

• On-Site Standby Buffer: The Contractor shall keep spare standby equipment, as detailed in the general instructions, directly at the site to ensure prompt rectification of defects and to minimize system downtime.

4. Personnel & Legal Compliance

• Resource Deployment: The Contractor shall deploy an adequate number of qualified, certified, and experienced service engineers and skilled personnel to carry out the services, repairs, and maintenance. Considering the operational nature of the Bank, the Contractor shall ensure the availability of its maintenance personnel as and when required.

• Employment Restrictions: The Contractor shall only employ its own direct employees or certified OEM employees for rendering the services contemplated under this Agreement.

• Personnel Demeanor: The Contractor shall ensure that all deployed personnel act with proper demeanour. In case the Bank notifies the Contractor that any personnel must be replaced for any reason, the Contractor shall promptly act upon such notice and replace the individual.

• Statutory & Labour Law Compliance: The Contractor shall familiarize itself and fully comply with the provisions of all Acts, Rules, Regulations, and orders of the State/Central Government applicable to the work, including the Payment of Wages Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, and all future labor-related enactments. The Contractor shall be fully responsible for the due observance of the same, shall obtain all necessary Workmen Insurance, and shall keep the Bank fully indemnified against any legal action arising from contraventions.

5. Non-Performance & Penalty Clauses

• The "If the B-Check is Delayed" Directive: If the Contractor fails to perform the mandatory B-Check at the 300-hour or 6-month marker or fails to complete the monthly/ quarterly preventive checklists within the designated calendar month, the Bank reserves the right to withhold the half-yearly payment.

• SLA Breach Penalties: Failure to respond to a critical breakdown call within the rectification time stipulated at para 5.3 below shall result in a imposition of penalty deducted directly from the dues payable to the Contractor, including but not limited to recovery of the penal amount from outstanding invoice and/ or from the bank guarantee towards fulfilment of contractual obligations under CAMC.

6. Penalty for delay in rectification during CAMS:

This being a Bank's emergency equipment, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied:

	Nature of defect	**Rectification Time**	**Penalty**
a	Any defects resulting in total failure of the system	8 hours	Rs.2500/- per day subject to maximum 25% of the annual CAMC amount
b	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.1000/- per day subject to maximum 25% of the annual CAMC amount
In addition to the above, if the system is not rectified within the period of 3 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.			

In addition to the above, the Bank reserves the right to make necessary penal recoveries, on pro rata basis, if the periodicity of preventive maintenance being stipulated in the tender is not adhered to by the Contractor. Any penalty during the CAMC shall be recovered from any dues payable to the contractor or invoked from the bank guarantee.

4. Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be made on half yearly basis on rendering satisfactory service.

5. Renewal of CAMC:

The payment during the CAMS period shall be **made on half yearly basis** on rendering satisfactory service.

(f) The service contract shall be renewed for a further additional period of at least 8 years after DLP of 1 year and the initial annual service contact period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$A_C = A_P [(15 + 60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)] / 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for electrical products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the current year.
CPI_P	Consumer Price Index for industrial workers (All India average) 6 months prior to commencement date of contract for the previous year.

6. Performance Bank Guarantee:

To ensure due fulfilment of the terms and obligations of the AMC period of total 9 years (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit (as per Annexure IV of this tender) for an amount equal to 5% of the value of work executed, which shall remain valid till the end of 05 years period from the day of end of defect liability period.

On eve of expiry of 04 years, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 04 years period.

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

8. **Prevention of Sexual Harassment of Women:**

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 violence by the employee of the contractor is proved.
d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

9. <u>Non – Disclosure clause:</u>

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

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

The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons

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

IN WITNESS THEREOF the Employer has set its hand to these presents through its duly 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 hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Chandigarh

*_____ (Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

_____

Address _____

_____

If the party is a partnership firmor individual

SIGNED AND DELIVERED BY _____

_____

In the presence of witnesses:

1. _____

Address _____

_____

2. _____

Address _____

_____

THE COMMON SEAL OF _____

_____

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

_____

_____

In the presence of -

Witness -

1. _____

2. _____

If the Contractor thesesigns under common the seal, the signature

clause should tally

with the sealing

of association.

Directors who have signed presents in token thereof in presence of -

1._____ clause in the articles

2. _____

If the Contract is DELIVERED BY -signed by the hand the hand of

SIGNED AND the Contractor by

of power of attorney, Shri ___ whether a company or _____ an individual.

and duly constituted attorney.

Annexure XV

Proforma of tests to be carried out at during pre-dispatch inspection at the OEM's factory

1. ADMINISTRATIVE & EQUIPMENT SPECIFICATIONS			
Customer / Project Name:		**Inspection Date:**	
Manufacturing Location:		**Engine Make / Model:**	
Engine Serial Number:		**Alternator Make / Model:**	
Alternator Serial Number:		**Excitation System Configuration:**	[ ] PMG / [ ] Auxiliary Winding (AREP)

2. PRE-START INSULATION RESISTANCE & COLD WINDING CHECKS						
Component Under Test	**Test Voltage**	**Safety Isolation Verified?**	**Phase / Terminal Check**	**Winding Resistance (mΩ)**	**Insulation Resistance (MΩ)**	**Acceptance Criteria**
Main Stator Windings	1000V DC	[ ] Neutrals Unlinked	U - V / V - W / W - U			Balance within 1% / IR > 100 MΩ
Main Rotor Winding	500V DC	[ ] Diodes Unhooked	Rotor Shaft to Lead	N/A		IR > 100 MΩ Cold
Exciter Stator Field	500V DC	[ ] AVR Disconnected	F+ to F-			IR > 5 MΩ Minimum
Exciter Rotor Armature	500V DC	[ ] Diodes Unhooked	Phase to Phase			IR > 5 MΩ Minimum
PMG Stator (If fitted)	250V DC	[ ] AVR Line Unplugged	P2 - P3 - P4			IR > 10 MΩ Cold
Aux Winding Core (If fitted)	500V DC	[ ] AVR Isolated	Aux to Ground / Aux to Main			IR > 100 MΩ Cold

3. STEPPED PERFORMANCE & THERMAL SATURATION RUN LOG (4.5 HOURS)									
Test Step	**Target kW**	**Timestamp**	**Voltage (V1/ V2/ V3)**	**Current (A1/ A2/ A3)**	**Freq (Hz)**	**Lube Oil P. (bar)**	**Coolant T. (°C)**	**Exhaust T. (°C)**	**Fuel Flow (L/h)**
Step 1: 25% Load	80 kW	T + 15 min							
Step 1: 25% Load	80 kW	T + 30 min							
Step 2: 50% Load	160 kW	T + 45 min							

Step 2: 50% Load	160 kW	T + 60 min							
Step 3: 75% Load	240 kW	T + 75 min							
Step 3: 75% Load	240 kW	T + 90 min							
Step 4: 100% Load	320 kW	T + 120 min							
Step 4: 100% Load	320 kW	T + 150 min							
Step 4: 100% Load	320 kW	T + 180 min							
Step 4: 100% Load	320 kW	T + 210 min							
Step 5: 110% Overload	352 kW	T + 240 min							
Step 5: 110% Overload	352 kW	T + 270 min							

4. ISO 8528-5 CLASS G3 TRANSIENT & LOAD REJECTION AUDIT						
Transient Event Type	**Evaluated Parameter**	**Class G3 Target Threshold**	**Measured Test Bed Value**	**Recovery Time Target**	**Measured Recovery Time**	**Pass / Fail Verdict**
Sudden Step-Up (0% to 50%)	Transient Frequency Dip	Max - 7.0% Max Dev		Within 3.0 Seconds		
Sudden Step-Up (0% to 50%)	Transient Voltage Drop	Max - 15.0% Max Dev		Within 4.0 Seconds		
100% Full Load Rejection	Transient Frequency Overshoot	Max + 10.0% Max Dev		Within 3.0 Seconds		
100% Full Load Rejection	Transient Voltage Overshoot	Max + 20.0% Max Dev		Within 4.0 Seconds		