



RFP for

**Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set
in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara**

**Bank of Baroda,
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007**

Document Reference No: BB/FM/114/RFP
Date: January 27th, 2022

Technical Bid

ENVELOPE - 1 :

A. RFP for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.

Bank of Baroda invites bids for the Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.

B. Important Dates:

Bid Security / Earnest Money Deposit Exempted for : MSME / NSIC / KVIC registered firm	Rs.40,000/- (Rupees Forty Thousand only) to be directly transferred to Bank of Baroda Account No. Account Number: – 02000400000062 Type of Account: - OD Account Bank Name: - Bank of Baroda. Branch: - ALKAPURI IFSC: - BARB0ALKAPU (0- Zero)
Availability of RFP document	RFP will be available on our Bank website http://www.bankofbaroda.com . From 27.01.2022. The RFP may be downloaded from the RFP Section of Bank's Website by the Bidders. No hard copy of the RFP will be made available by the Bank.
Last date of submission of any query / reporting any error	February 5th, 2022 by 04:00pm. ALL QUERIES TO BE SUBMITTED VIDE EMAIL ONLY ON pe.bcc@bankofbaroda.com
Pre Bid Meeting	February 7 th , 2022 at Head Office, Baroda Bhavan, Alkapuri, Vadodara. Time: 11:00 AM
Last Date, Time and Place for receipts of bids	Bid Submission: February 17th, 2022 by 11:00 AM Late RFP will not be accepted under any circumstances including postage delay. Bank of Baroda Security Department Ground Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007
Date and Time of Technical bid Opening	February 17th, 2022 at 11:30 AM Bank of Baroda Ground Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007
Date and Time of Financial bid Opening	Date and Time will be intimated by email to the qualified vendor after the Technical Evaluation of the Bids.
Address for Communication	Assistant General Manager (Security & FM) Bank of Baroda Security Department Ground Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007
Contact person	1. Chief Manager (Electrical) 2. Officer (Fire Safety) pe.bcc@bankofbaroda.com Tele: 0265 231 6586 / 6001 / 09806200528

- The AMC is for 3 Years with the provision to renewing yearly based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own

convenience by giving a prior notice of 30 days in writing to the agency without assigning any reason(s) and without any cost(s) or compensation thereof.

- Validity of Offer: The offer should be valid for period of 90 days from the last date for submission of the offer.

N.B: The above dates are tentative and subjected to change without any prior notice or intimation (Bidders should check our website <https://www.bankofbaroda.in/RFPs/> for any changes / addendums to the above dates and / or any other changes/ update to this RFP). Bidders are requested to keep themselves updated through our said website from time to time.

C. Important Definitions:-

Following terms are used in the document interchangeably to mean:

- I. Bank, BANK means "Bank of Baroda".
- II. Recipient, Respondent and Bidder, Vendor, means "Respondent to the RFP Document".
- III. RFP means RFP response documents prepared by the Bidder and submitted to Bank of Baroda.
- IV. Throughout all the documents the term 'Bid' and 'RFP' and their derivatives like Bidders, Bidder are synonymous.
- V. "Engineer-In-Charge (EIC)" means authorized representative of Bank of Baroda.
- VI. "Contractor" shall mean :-
 - a. In the case of a Partnership firm :- ----- and ----- trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
 - b. In the case of individual Contractor:- Shri ----- trading in the name and style of ----- and shall include his heirs, successors & legal successors & legal representatives.
 - c. In the case of Company :- ----- a company incorporated under 20 ----- and having its registered office at ----- and office at ----- and shall include its successors and assignee.
- VII. "Site" shall mean the site of the contract works (Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara) including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
- VIII. "Contract" shall mean the following documents, all duly signed, collective in that order of precedence.
 - a. Articles of Agreement
 - b. Letter of acceptance of RFP / Award of Work
 - c. The Bid including Addendum if any
 - d. Special Conditions of Contract
 - e. General Conditions of Contract
 - f. Priced Bill of Quantities
 - g. Technical Specifications (including any further instructions by Engineer / EIC during construction work)
 - h. Drawings (RFP drawings / Working drawings issued during construction)
- IX. "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 or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- X. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original. "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the RFP any sum, either as a percentage or otherwise, then the net price of any item in the RFP shall be the sum arrived at by adding to or deducting from the actual figure appearing in the RFP as the price of that item and similar percentage or proportionate sum provided always that in determining the

- percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the RFP. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- XI. "Works" means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
- XII. "Drawings" means the drawings prepared by the Interior Designers and issued by the Engineer-in-Charge / Engineer & referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time.
- XIII. "Bill of Quantities" means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.
- XIV. "Specification" means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification will be provided and approved by the Bank.
- XV. "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- XVI. "Materials" means the materials, apparatus, equipment, fittings, fixtures and all such other material which are incorporated in the "work".
- XVII. "Virtual Completion of the Works" means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Completion by the Engineer-in-Charge.
- XVIII. "Period of Maintenance / Defect Liability Period" shall mean the period of 365 (Three hundred Sixty Five) days (per year) calculated from the date of virtual completion of the works as certified by the Engineer-in-Charge.
- XIX. "Urgent Works" means any urgent works, which in the opinion of the Engineer-In- Charge / Engineer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Engineer / Bank may find it necessary.
- XX. "Approved" means approved in writing; "Approval" means approval in writing.
- XXI. "Month" means calendar month.
- XXII. "Week" means seven consecutive calendar days.
- XXIII. "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively,
- XXIV. "Contract Value / RFP Value" means the total value of the RFP as accepted by the Bank.
- XXV. Interpretations / Marginal Note / Heading / Catch Lines.

The Marginal Notes, Headings and in the catch lines hereto and in the tender hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the tender hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

Words imparting the singular only also include the plural and vice versa where the context requires.

Further "Addendum" shall be issued on Bank's website only and bidder has to refer the same before final submission of the RFP.

The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

Confidentiality:

This document is meant for the specific use by the Company / persons interested to participate in the current RFPing process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Please note that Financial Bids of only those service providers who qualify in the technical bid will be opened.

RFP for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara

1. Introduction

- a) This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda ('Bank') to select Vendor for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.
- The purpose of the BANK OF BARODA behind this RFP is to seek a detailed technical and commercial proposal from the experienced vendors having experience in similar type of work.
 - This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Bidder/s or any other person or entity. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. While all care has been taken to keep the assumptions, assessments, statements and information contained in this RFP as relevant, complete, accurate, adequate and correct, it may not be taken as final.

2. Eligibility Criteria:

- I. Minimum average yearly turnover of Rs. 12 Lakhs during last three years for a work of similar nature.
- II. The vendor must have experience in commissioning and maintenance Diesel Generator Sets of minimum 160 KVA. The firm must have carried out at least 5 Supply, Installation, Testing and Commissioning of Diesel Generator Sets of minimum 160 KVA each.
- III. **Work Executed.** The bidder shall have carried out similar work as mentioned below of Supply, Installation, Testing and Commissioning of Diesel Generator Sets of minimum 160 KVA each during last 03 financial years
 - a. One similar work of 80% of estimated cost i.e. Rs. 36.00 lacs OR
 - b. Two similar works of 50% of estimated cost i.e. Rs. 22.50 lacs OR
 - c. Three similar works of 40% of estimated cost i.e. Rs.18.00 Lacs.
- IV. **Product Certification.** The products of the applicant should have latest BIS certification as applicable and comply with CPCB norms. The products should be based on latest technology for the specific requirement.
- V. **OEM Certificate.** The applicant should have OEM certificate from original equipment manufacturer along with confirmation that they would supply original quality spare parts for the quoted model for minimum next 10 years from the date of installation. OEM letter to be in Original and no photocopy

or colored Xerox will be acceptable (In absence of the original certificate from the OEM the Service provider will be disqualified)

Applicant should submit authorization letter from OEM for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.

- VI. **Performance Certificate:** The applicant should submit a "Satisfactory Performance Certificate" from at least -03- PSU / PSB / RRB / Private Organization on whose panel it is conducting business related to Supply, Installation, Testing and Commissioning of Diesel Generator Sets of minimum 160 KVA.
- VII. **Supply & Installation:** The applicant should be able to supply and install the products for which empanelment is sought by themselves. No subletting of the work is permissible.
- VIII. Latest BIS, FCC, UL, IEEE, FM and CE certifications.
- IX. Documentation (Product Brochures, leaflets, manuals etc.)
- X. The bidder should comply with the specification of Diesel Generator Set.
- XI. **Past Record:** The applicant should not have been blacklisted by any PSU/PSB/Govt Organization in past 5 years or services terminated due to poor performance. A certificate be submitted stating that the company/firm or its owner or any sister concern have not been blacklisted.
- XII. If Bank has issued a dissatisfactory letter / termination of work contract due to dissatisfactory services to the agency the bid of the company will be rejected.

3. Scope of Work and Flow Chart:

- I. Designing of detail of DG set foundation and its construction and certification from structural engineer along with placement of DG set with acoustic enclosure, Manual Control panel etc. along with all accessories/ components.
- II. Supply and Delivery of DG set with Acoustic enclosure and Automatic Control panel and associated cabling, exhaust system, earthing, safety items including packing, handling, transporting, clearing, loading/unloading, etc. to Bank's site.
- III. Erection, testing & commissioning of DG set as per technical specifications, obtaining operating approval from Electrical inspectorate and handing over the DG set to Bank for use.
- IV. Providing all-inclusive service including all spares, etc. during warranty period (DLP) and CAMC period of new DG set.
- V. All engineering, equipment, labour, and permits required for satisfactorily completion of DG set installation work as per Specification.
- VI. Any other ancillary work, related to but not mentioned above, required for satisfactory completion of the job.
- VII. Obtaining all statutory permissions/license from appropriate authorities.
- VIII. Unless otherwise mentioned in the RFP documents, the following work shall be done by the contractor and therefore, their cost shall be deemed to be included in their RFP cost, whether specifically indicated in the schedule of work or not:
- IX. Foundations for equipment including vibration isolation springs/pads.

- X. Making good all damages caused to the structure during installation and restoring the same to their original finish.
- XI. Minor building work necessary for installation of equipment, foundation trench for fuel line and cable, making of opening in walls or in the floors and restoring them to their original condition/ finish and necessary grouting etc. as required. Debris if any, shall be disposed off outside the premises to the area marked by Municipal authorities for this purpose.
- XII. All supports for exhaust and water pipes, chimney, bus trunking (if included in scope of contract), cables, anti-vibration pads etc. as are necessary.
- XIII. All electricity work and neutral earthing, body earthing, required for engine and alternator, main board/control panels and control wiring including loop earthing, if specified in schedule of work. The work shall be done confirming to relevant BIS.
- XIV. Though mentioned above, the scope of the work is not limited strictly to the areas/units mentioned, but is required to be carried out at any other locations other than those mentioned above as directed by the Bank.
- XV. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the Bank.
- XVI. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
- XVII. If the job is delayed beyond the given schedule, Bank shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
- XVIII. There may be other contractor working inside the campus simultaneously for carrying out other works. Cooperation and coordination between the contractors shall be maintained including permitting them to use the Scaffoldings.
- XIX. All Sundry equipment/fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, cable trays, junction boxes and all other sundry items for proper assembly and installation of the various equipment and components of the work shall be deemed to have been included in the RFP, irrespective of the fact that whether such items are specifically mentioned in RFP document or not.

✓ **The Bank reserves the right to cancel / terminate the work order any time of the contract / hand over the uncompleted work to other qualified vendors at its discretion.**

Obtaining the necessary clearance from the Electrical Inspector/other statutory body for the total electrical installation, NOC, co-ordinating with various agencies shall be in contractor's scope. All necessary drawings, calculations, test certificates etc. as required by these authorities shall be prepared and furnished by the contractor. Any Modification/rectification as required by these authorities shall be carried out by the contractor at free of cost. Only official fees required to be paid to these authorities for inspection shall be borne by Bank .For Ease of procedure Contractor should pay fees and shall be reimbursed on submission of documentary evidences.

4. General Terms and Conditions

- I. The rates quoted for carrying out Supply, Installation, Testing and Commissioning must be inclusive of all the charges i.e. Transportation, Technicians' Fee, TA / DA and any other expenses necessary for completion of work whatsoever but **excluding GST**.
- II. Rates quoted in this tender shall be inclusive of cost of materials, labour, supervision, erection, tools, plant, scaffolding, insurance, structural engineer certificate, service connections, transport to site, taxes, SITC and levies, breakage, wastage, excavation, refilling, bedding, encasing, transportation of lifts/leads and all such expenses as may be necessary and required to completely do all the items of work at site and put them in a working condition.
- III. **The successful bidder shall have to deposit 5% of total work award value as Performance Bank Guarantee with grace period of 3 months (valid till issuance of completion certificate(i.e. completion of DLP)), which in the event of not carrying out the contracted services, as per terms and condition of the RFP, shall be forfeited.**
- IV. **The successful bidder shall have to deposit 5% of CAMC cost as Performance Bank Guarantee with grace period of 3 months (valid till completion of CAMC period) one month before commencement of CAMC period, which in the event of not carrying out the contracted services, as per terms and condition of the RFP, shall be forfeited**
- V. The rates quoted shall be binding for 4 year from the date of awarding of the contract and no increase whatsoever will be considered.
- VI. Payment of 50% of the total amount shall be made by the Bank on Supply and Installation of Diesel Generator Set on site and rest 50% amount after successful testing, commissioning and issuance of safe to operate certificate from local authorities.
- VII. Vendors should comply with all the guidelines in vogue at the time of applying and during the currency of contract period.
- VIII. The RFP document must be filled in English. If any of the documents are missing or un-signed in price bid, the RFP shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the bidder and the bidder has to submit all those documents within 2 days after communicating the same, otherwise the RFP will be rejected.
- IX. The bidder, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.
- X. Before quoting, the bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, locality including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Bank in any circumstances.
- XI. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.
- XII. The successful bidder shall execute an agreement on non-judicial stamp paper with Bank in accordance with the standard format enclosed (Articles of Agreement) within 07 days from date of issue of work order failing which the bidder's EMD may stand forfeited.
- XIII. Bidder has to submit structural engineer certificate for RCC structure of DG Set.

5. Information Provided

- I. Technical requirements elaborated in tender to be submitted with the offer letter
- II. The RFP document contains statements derived from information believed to be true and reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or

arrangement with the Bank in relation to the scope of this RFP. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors gives any representation or warranty (whether oral or written), express or implied, as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

- III. The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

6. Rates & Discrepancies etc.

- I. The contractor shall quote the rate after careful examination RFP documents & drawings.
- II. The bidders shall quote the rates both in figures and words. If some discrepancies found between the rates quoted in figures and words, the following procedure shall be adopted for checking and arithmetic calculation:
 - a. When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the bidder, shall be taken as correct.
 - b. When the rates quoted by the bidder in figures and words tally but amount is incorrect, the rate quoted by the bidder in words shall be taken as correct.
 - c. When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.
 - d. All erasures and alterations made while filling the RFP must be attested by initials of the bidder. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the RFP void at the Bank's option. No advice of any change in rate or conditions after opening of the RFP will be entertained.
 - e. In case the contractor has not quoted both rate and amount for any items, then the maximum of the quotes for that item by other bidders shall be taken for assessing the value of his RFP. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by other bidders.
 - f. The rate quoted shall be inclusive of all material, labour, profit, tools and tackles, lead and lift, transportation, cutting etc complete including all the taxes, duties, cess, excise, octroi, LBT, etc. The GST will be paid over and above quoted rates as per the prevailing rates to the contractor on production of necessary documents.
- III. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works. The Bank does not accept liability for any sum towards loss of overheads & profits of the contractor besides the accepted amount, subject to such variations as are provided for herein or as deemed fit to Bank. However, necessary time extension will be allowed if the delay is not attributable to contractor.
- IV. The Bidders shall before submitting their bids carefully examine the RFP Documents and if there should be or appear to be any ambiguity in / or discrepancy between any of these documents, he shall immediately refer the matter to the Bank for clarification before submission of RFP. However, in case of any discrepancies between Specifications and B.O.Q. items, B.O.Q. item shall supersede the others for quoting of rates.

7. Forms & Documents

- I. The bidder must use only the forms issued by the Bank to fill the rates.
- II. The RFP Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
- III. All documents of the RFP are to be read in conjunction with each other and rates quoted by the bidder shall take this aspect into consideration.

8. Signing of Documents

- I. Each page of the RFP documents should be signed by the person or persons submitting the RFP in token of his / their having acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Any RFP with any of the documents not signed will likely be rejected.
- II. The RFP submitted on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the RFP may be rejected by the Bank
- III. RFP shall contain full address, Telephone Nos., Fax No. for serving notices / addendums required to be served to the Bidder in connection with the RFP.
- IV. Power of Attorney in the name of person(s) who has / have signed the RFP document.

9. For Bidders Only

- The RFP document is intended for the information of the prospective bidder/s and no other person or organization.

10. Costs Borne by Bidders

- All costs and expenses (whether in terms of time or money) incurred by Bank / Bidder/s in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, site/infrastructure visits etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.

11. No Legal Relationship

- No binding legal relationship will exist between any of the Bank / Bidder/s and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

12. Recipients' Obligation to Inform Itself

- It is the Recipient's responsibility to conduct visit and analyze any information contained in the RFP document and the meaning and impact of that information.

13. Evaluation of Offers

- a. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of the bidder /s for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.
- b. Bank will examine each RFP to satisfy whether - i) has been properly signed, ii) is accompanied by required scrutiny and documents and their correctness. A substantially responsive RFP is one, which conforms to all terms, condition and specifications of RFP Documents without material deviation or reservation. The RFP Evaluation will be as under:-
 - I. The RFP which does not fulfill the submission of documents of Information & Instruction to Bidders or elsewhere in the RFP document will be treated as unqualified and will be rejected.

- II. The Bidder whose documents are found in order and satisfactory as stated above will be treated as responsive RFPs and the Price Bid of responsive RFPs will only be opened.
- c. During evaluation Bank may ask for any clarification or documents including breakdown of unit rates to the bidder but no change in the price or substance of the bid will be sought.
- d. The issuance of RFP document is merely an invitation for short listing/ selecting the bidders who meet the benchmark of technical and financial capacity criteria and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient, nor would it be conferring any right on the bidder over the Bank for any kind of claim whatsoever. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

14. Acceptance of Terms

- A Recipient will, by responding to the Bank with a submission, be deemed to have unconditionally accepted all the terms and conditions of this Introduction, RFP and Disclaimers.

12. Standards

- a. All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications and other relevant codes and standards.
- b. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
- c. Comply with latest CPCB norms.

13. Earnest Money Deposit (EMD)

- a. The EMD shall be denominated in Rupees and the bidder shall submit the EMD of INR 40,000/- (Rupees Forty Thousand only) by RTGS/NEFT/IMPS only. Any bid without EMD will not be considered under any circumstances.
- b. EMD would be kept in a separate envelope duly superscripted "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF DIESEL GENERATOR SET IN BARODA HOUSE, MANDVI AND SAINATH PLAZA, WING-B, VADODARA" along with the Name of the Bidder.
- c. MSME / NSIC registered firm will be exempted from EMD and RFP Fee on submission of valid proof / certification of the same.
- d. The EMD of unsuccessful Bidders will be returned within two weeks from the date of opening of financial bid.
- e. Financial Bid of only those bidder would be opened who have technically qualified which will be communicated by E-mail, at a later date.
- f. No interest is payable in the EMD.
- g. EMD may be forfeited in the event of withdrawal of bid during the bid validity period or if successful bidder fails to sign the contract (SLA) in accordance with the terms and conditions and other requirements specified in the RFP or any act of the bidder not in line with contract obligations. EMD may be forfeited if a bidder makes and statement or encloses any form which turns out to be false/ incorrect at any time prior to signing the SLA. If EMD is forfeited for any reason, the concerned bidder may be debarred from further participation in future bids floated by the Bank, as per discretion of the Bank.

14. Pre-Bid Meeting, Clarifications & Amendments

- a. Bidder/s requiring any clarification on the RFP may notify the Bank in writing through email only to (pe.bcc@bankofbaroda.com). Queries raised (without identifying source) and clarification issued by Bank of Baroda in the form of addendum/corrigendum, will be floated in the Bank's web-site only, no other communication would be made. It is the responsibility of the bidder/s to check website before final submission of bids.
- b. All Bidders must ensure that such clarifications / amendments have been taken care by them before submitting the bid. Bank will not take responsibility for any omission by the bidder/s.
- c. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective Bidder, may modify the Bid Document, by amendment.
- d. In order to enable the bidder/s; reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion may extend the deadline for submission of bids.

15. Submission of RFP:

"ENVELOPE No.1"

- I. **The envelope for Offer Letter, "ENVELOPE No.1" shall be superscribed, "Technical Bid for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara" and shall contain technical bid only.**

"ENVELOPE No.2"

- II. **The envelope containing Financial Bid, "ENVELOPE No.2" shall be superscribed "FINANCIAL BID for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara" and shall contain the following:**
 - Rates for **Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara**, only in the format given in the RFP Document **Excluding GST**. Submission of Financial Bid In any format other than the provided format or including any attachment other than the Financial Bid as per the format will not be accepted and the Bid will be considered as rejected.

16. Evaluation Process:

Technical Bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFP document. Financial Bids of only those bidders who qualify in the technical evaluation will be opened.

Bank reserves the right to reject a RFP under any of the following circumstances:-

- a. If EMD is not submitted
- b. If RFP Documents are incomplete and /or not accompanied by all stipulated documents.
- c. If any of the terms and conditions and mandatory declarations are not accepted.
- d. If required information with appropriate documents in support of the same is not submitted as per **tender**
- e. Agency should have been in the business for minimum **5 years**. This period of -5- Years in business should have been completed on the date of application. Proof for previous three years for services provided to any institution preferably PSUs/PSBs and should submit report of satisfactory service from them.

- f. **The total rates stated in financial bid shall be considered for financial evaluation of the Financial Bid of the RFP.** The Total cost of the above for three years including the annual increase will be calculated and considered for evaluation of the Financial Bid.
- g. Subject to the Clause 16 (h) herein below Bank will award the contract to the Bidder whose bid has been determined to be substantially responsive and whose offer has been found lowest after arithmetical checking.
- h. The Bank does not bind himself to accept, the lowest or any RFP and reserves to itself the right to accept or reject any or all the RFPs, either in whole or in part, without assigning any reasons for doing so. The Bank also has the right to re-invite the RFP at his sole discretion.

17. Buy-back Arrangement:

- a. Bidders shall quote the buy-back price for 25 KVA Cummins Make Diesel Generator including engine, Alternator, fuel tank, radiator and other accessories, which is in working condition, installed at Sainath Plaza, Wing-B, Vadodara.
- b. Bidders shall arrange for dismantling and taking away the old DG set under buy- back arrangement.
- c. Successful bidder shall be careful while taking away old DG set and damage done to the foundation or electrical system, if any, during the process of dismantling.

18. Validity of Bids:

- Bids shall remain valid for a period of 90 Days from the date of opening of the Financial Bid. A bid valid for a shorter period may be rejected by the Bank as non-responsive. Validity of all the eligible bids would be required till the successful bidder/s sign contract with Bank.

19. Bank's right to accept any Bids and to reject any or all bids

- The Bank reserves the right to accept or reject any Bid/s in part or in full or to cancel the Bidding process and reject all bids at any time prior to contract award, without incurring any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.
- The decision of Bank in awarding the work shall be final and cannot be subjected to arbitration.
- Bank reserve rights to delete/add any item in financial bid during execution of work.

20. Contacting the Bank

- a. No bidder/s shall contact the Bank on any matter relating to its Bid, from the time of opening of RFP to the time contract is awarded.
- b. Any effort by the Bidder/s to influence the Bank in its decision on RFP evaluation, RFP comparison or contract award may result in rejection of the Bidder's RFP.

21. Award and Signing of Contract

- a. Bank of Baroda will communicate to successful bidder/s (through letter in duplicate / by email) that its bid have been accepted.
- b. It would be mandatory for L1 Bidder to accept the work awarded by the Bank, if failed the EMD would be forfeited.
- c. The successful L-1 Bidder shall deposit by RTGS/NEFT a sum equal to 2% of the accepted Contract value within 7 days of issue of letter of Acceptance / Work Order failing which the Bank at his discretion may revoke the letter of Acceptance / Work order and forfeit the Earnest Money Deposit.
- d. Successful L1 bidder has to provide unconditional Performance Bank Guarantee of 5% of work award value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda.
- e. In case the RFP is cancelled, Bank of Baroda reserves the right to take appropriate decision, including calling up of fresh RFPs.

- f. The successful bidder/s shall be required to enter into a contract with the Bank, within 15 days of receipt of formal communication (email or letter) from the Bank about the successful RFP. Copy of the board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted. In case the bidder fails to enter into contract with the Bank within the stipulated time, Bank reserves the right to cancel the order and cancel the RFP.
- g. Failure of the successful Bidder to enter into contract with the Bank within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- h. The Bank reserves the Right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fail to meet the terms of this Bid or contracts entered in to with them.

22. Quantities and Variation

- a. The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual item by + 50%.
- b. Variation Exceeding 50% of RFP Quantity : When the quantity of any item varies by + 50% of RFP Quantity, the rate for such item of works will be determined on the basis Cl. No. 29 (c) hereof or as decided by the Bank. No compensation for deletion or non-execution of item will be considered.

23. Works to be measured

- a. The Engineer may from time to time intimate to the Contractor that he requires the works to be measured & the Contractor shall forthwith attend or send a qualified Representative to assist the Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
- b. Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.
- c. The Engineer shall take joint measurements with the contractor and the measurements shall be entered in the measurement book / sheet by the Engineer's representative.
- d. The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.
- e. All authorized extra works, omissions and all variations made without the Engineer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurements.

24. Claims for additional expenses

Contractor have to take prior approval in writing from Bank before execution of additional/nonscheduled work, no payment shall be paid for such type of work.

25. Variations

Any alteration, omission or variation ordered in writing by the Engineer shall not vitiate this contract. In case the Engineer / EIC think 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, the Engineer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such Seal & Signature of Bidder

oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Engineer in accordance with the provisions of Clause no. 29 hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

26. Valuation of Variations

No claim for an extra work shall be allowed unless it shall have been executed under authority of the Engineer with the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a. Rates for all extra items, wherever possible, should be derived out of the accepted RFP rates. The accepted net rates or prices in the contract 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 herein.
- b. Where the extra works are not of similar character and / or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Engineer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the verification of market rate.

27. Payment Terms

The terms of payment are as under:-

Submission of Final Bill	Within 60 days from the date of virtual completion as certified by the Engineer.
Payment of Final Bill	Within 60 days from the date of submission of the bill by the Contractor along with No Objection Certificates, Approvals from concerned authorities and complete information & voucher.
Retention Money / Security Deposit from Interim bills	To be deducted @ 8% of each Interim Bill subjected to total Security Deposit i.e. total of Retention Money & Initial Security deposit does not exceed 5% of Contract Price or Final Actual Value whichever is greater.
Release of Security Deposit	50% upon issue of certificate of virtual completion and 50% after DLP of one year.

*No advance payment against work order

28. Performance Bank Guarantee

- a. Successful L1 bidder has to provide unconditional Performance Bank Guarantee of 5% of estimated work award value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda will be deposited at Head Office, Baroda Bhavan, Vadodara for a period of 5 months from the date of commencement of contract. In case of extension of completion period, period of PBG shall be revised. The successful bidder shall have to deposit 5% of CAMC cost as Performance Bank Guarantee with grace period of 3 months (valid till completion of CAMC period) one month before commencement of CAMC period, which in the event of not carrying out the contracted services, as per terms and condition of the RFP, shall be forfeited.

- b. The Performance Bank Guarantee shall be adjusted against any loss, damage, delay expense etc. to the Bank. Bank reserves the right to take appropriate decision on the adjustment of the Performance Bank Guarantee. During the period of contract including AMC period supplier should attend to all repairs / defects / replacement of minor spare parts free of cost. In case of failure on the part of the supplier to attend to the defects within a reasonable period, the Bank on its own will get the defects rectified through another vendor at the risk and cost of supplier and repairs rectified through another vendor in such circumstance will not affect the liabilities of the supplier on the warranty for its remaining period nor will it affect the supplier's liabilities on the stipulated Annual Maintenance Contracts.

29. Contract Period

- a. The selected bidder/s need to execute a definitive Service Level Agreement (SLA) with the Bank covering all the terms and conditions of the RFP.
- b. Any offer falling short of the contract validity period of 4 Years, from the date of project sign off, is liable for rejection.

30. Agreement

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the RFP document. The agreement can be extended upto 1 Year in case of any eventuality and accordingly performance bank guarantee shall be extended for the same period.

31. Cancellation of Contract

- a. The Bank reserves the absolute right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (01) Month, for any valid reason, including but not limited to the following reasons:
 - i. Delay in execution of activities prescribed by the Bank without adhering to given process timeline / quantity.
 - ii. Discrepancies / deviations in the agreed process and / of products.
 - iii. Violation of terms and conditions stipulated in this Bid / Contract.
 - iv. Unsatisfactory performance of the bidder.
 - v. Non Submission of NOC and Approvals from concerned authorities.
 - vi. If work is not executed as per standards and norms applicable in India
 - vii. Any other valid reason.

32. Penalties and Liquidated Damages:

- a. Vendor shall be liable to pay penalty of @ 1 % of contract value per week or part thereof for delay in not adhering to the time schedules.
- b. If the vendor fails to complete the due performance as per the contract / work order, Bank reserves the right to terminate the contract and recover Liquidated Damages 5% of contract value.
- c. Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- d. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the bank and Force Majeure. However it is the responsibility of the vendor to prove that the delay is attributed to BANK and Force Majeure. The decision taken by BANK in this regard shall be final and vendor shall not dispute the same.
- e. If the vendor fails to perform its obligation as per this Agreement then BANK reserves the right to get the balance work executed by another vendor as per choice of BANK and vendor shall be liable to bear the expenditure which BANK may incur for the execution of balance work and its completion.

33. Defect Liability Period

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the RFP hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon 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, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Specialist Agencies employed on the works who has been nominated or approved by the Engineer, 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 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Engineer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Bank's personnel during the use of the building after being occupied.

34. Bank of Baroda reserves the right to

- a. Reject any and all responses received in response to the RFP.
- b. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- c. Amend/ modify terms & conditions of RFP.
- d. Extend the time for submission of the RFP.
- e. Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- f. Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
- g. Re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
- h. Cancel the RFP at any stage, without assigning any reason whatsoever.

35. Inspection of Facilities

- The applicant should not have any objection to Bank inspecting the site where the AMC is being done by the applicant. Bank may also hold enquiries from past / present clients of the applicant.

36. Grievance Redressal

- Any vendor have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Assistant General Manager (FM & Security) at pe.bcc@bankofbaroda.com . It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

37. Indemnity

The bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from

or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this assignment ; and/or
- Negligence or willful misconduct of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors, or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this assignment; and/or
- breach of confidentiality obligations of the Bidder ; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Bidder in the defense and settlement of the claims.

The Bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this assignment.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

38. Dispute Resolution

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out for relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Interior Designer or in case the contractor wants to dispute the validity of
- ii) any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Chief Manager / Asst. General Manager, Bank Of Baroda and endorse a copy of the same to the Interior Designer, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief Manager /

Seal & Signature of Bidder

Asst. General Manager, Bank of Baroda in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief Manager / Asst. General Manager, Bank of Baroda in writing in the manner and within the time as aforesaid.

- iii) Chief Manager / Asst. General Manager, Bank of Baroda shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of Chief Manager / Asst. General Manager, Bank of Baroda submit his claims to the conciliating authority namely the Dy. General Manager, Bank of Baroda for conciliation along with all details and copies of correspondence exchanged between him and the Chief Manager / Asst. General Manager, Bank Of Baroda.

39 Arbitration

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Dy. General Manager, Bank Of Baroda, Baroda Corporate Centre, BKC Mumbai of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the General Manager, Bank of Baroda, Corporate Centre, BKC Mumbai. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said General Manager, Bank of Baroda. Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such General Manager, Bank of Baroda, Corporate Centre, BKC Mumbai as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re - enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

Seal & Signature of Bidder

40. Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

Guidelines issued by Govt. for COVID-19- Contractor has to strictly follow all the guidelines issued by the local/state/ central or any concern department for COVID-19.

DG set at Mandvi shall be installed at MS fabricated structure minimum 3 metre height or as per site requirement. Contractor has to make arrangement for same at no extra cost

41. Contract Agreement

On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract & within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Bank shall be entitled to one executed copy each for their use.

42. Commencement of Works

Contractor shall commence the work within 15 days from the date of issue of the Acceptance Letter / Work Order issued to the Contractor or the date of handing over of site whichever is later.

43. Possession of Site

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Bank will within 7 days from the date of issue of acceptance letter / work order give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Engineer, make and will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Bank to give possession in accordance with the terms of this clause the EIC shall grant an extension of time for the completion of the works on approval from Bank.

44. Insurance Policies

On commencement for the work :-

- a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till issue of virtual completion certificate/ handing over of the project..
- b) The contractor shall take out and submit to the Bank, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.35 Lakh in respect of any one accident or series of accidents arising out of one event or Rs.25 Lakh in respect of any passer-by. The policy shall be kept valid, issue of virtual completion certificate/ handing over of

Seal & Signature of Bidder

the project..

- c) The contractor shall take out and submit to Bank a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till issue of virtual completion certificate/ handing over of the project.
- d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and BANK shall be absolved of all the risk.

45. In Respect of Damage to Person and Property:-

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interalia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Bank and hold him harmless in respect of all and

Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up 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.

46. Against third party risks:-

On commencement of the work, the contractor shall take out and submit to the Bank a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

Rs. 25 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr. No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No. and
1.	Loss of damage to works or any part thereof and all materials at site from any cause whatsoever. CAR Policy	100 % of Contract Amount	The policy shall be valid till issue of virtual completion certificate.	The policy shall be in the joint names of the Bank	

2.	Damage, Loss or Injury to any Property of the Bank or Consultant to any person including the Bank or Consultant for his Agents and Servants.	Rs. 35.00 Lakhs per claim upto 3 claims	- DO -	- DO -	
3.	Claims under the Workmen's Compensation Act, 1923	As per Govt. Rules	- DO -	- DO -	
4.	Third party insurance	Rs. 25 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.	- DO -	- DO -	

46. Labour Laws

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act. Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Bank indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Bank is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, Bank shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Bank, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Bank at any point of time.

Fair Wages:

The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

Notices:

The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Interior Designer.

Record of wages etc.

The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Bank and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker:

- a. Name, worker's number and grade;
- b. Rate of daily or monthly wage;
- c. Nature of work on which employed;
- d. Total number of days worked during each wage period;
- e. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- f. Wage actually paid for each wage period.
- g. The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- h. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.
- i. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- j. The Bank or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the Power to investigate into any complaint regarding any default made by the Contractor or subcontractor in regard to such provision.
- k. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Bank agree otherwise.

47. Safety Code

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

48.SCAFFOLDS

- i. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the
- ii. Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder up to and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.
- vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

49. EXCAVATION & TRENCHING

- i. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- ii. The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

50. DEMOLITION

- a. Before any demolition work is commenced and also during the process of the work:
- b. All open areas adjacent to the work site shall either be closed or suitably protected.
- c. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- d. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

51. PERSONAL SAFETY EQUIPMENTS

- i. All necessary personal safety equipment as considered adequate by the site Engineer / should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
 - g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
 - h) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - ii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - iii. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
 - iv. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - v. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - vi. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

vii. In case of departmental machines, the safe working load shall be notified by the site Engineer / . As regards contractor's machines, the contractor shall notify the safe working load of the machine to the whenever he brings any machinery to site of work and get it verified by the concerned.

viii. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel,

such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

ix. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

x. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

xi. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

xii. Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

52. First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees. Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital. At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State

Government of the area, where the work is carried on, may be taken as the prescribed standard.

53. Accommodation for Labour:

The Contractor shall during the progress of the Work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the

54. Drinking Water:

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking. Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof. A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

Labour rooms/staying facilities-Contractor have to make their own arrangement outside of the premises for staying labour.

55. Payment of Wages

- Wages due to every worker shall be paid to him direct. All wages should be paid in current coins or currency or in both.
- Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- Minimum wages to be paid to all the workers as per the statutory Govt. norms. The minimum wages of state/central whichever is highest to be paid to all the workers/labour.

NOTE: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Register of Workmen:

A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible and relevant particulars of every workman shall be entered therein within THREE days of his employment.

Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Register of Wages, etc.:

- A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

56. Force Majeure

Conditions of Force Majeure

The terms "Force Majeure" as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

Note : 'Typhoon', 'Cyclones', 'Hurricanes', 'Tornado' are covered under act of God.

In the event of either party being rendered unable by force majeure to perform any of obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay, which is directly caused by such Force Majeure event.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be executed from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 39 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby : if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.

57. Typographic or Clerical Errors:

The Bank's clarifications regarding partially omitted particulars or typographical or clerical errors in the Tender documents shall be final and binding on the Contractor.

48. Tenders by those bidders who do not submit Performance Certificates from their previous employers /clients with relevant details i.e. Project cost, date of completion of project, shall be liable to be summarily rejected.

58. Time for Completion

The entire work is to be completed in all respects within -60- days from the Date of Commencement or such extended time as may be allowed. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the Engineer / Employer, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change for above.

59. Extension of Time for Completion

- i. If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 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, if any, for the delays.
- ii. If in the opinion of the Engineer the works be delayed for reasons beyond the control of the contractor, the Engineer with due consultation with Employer may make a fair and reasonable extension of time for completion of the contract works such time extension will be said as "Authorised Time Extension" which will not qualify for levy of liquidated damages.

- iii. If the works be delayed beyond the authorized time extension, the Engineer with due consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

- iv. The contractor shall be bound to extend validity of all insurance covers, Bank Guarantees till such period of completion as may be considered necessary at contract cost.

60. Virtual Completion Certificate

Virtual Completion of works means the completion of whole of the work substantially in all respects including all types of testing, obtaining all necessary statutory approvals and is fit for occupation. The works shall not be considered as completed until the Engineer in Consultation with Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of virtual completion as certified by the Engineer.

61. Approval Only by No Dues Certificate

- (i) Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Engineer, the Contractor shall ensure that the following works have been completed to the satisfaction of Engineer : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures & constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (e) All defects / imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period. Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed. Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the Engineer for a Final Completion Certificate in respect of the entire work. If the Engineer is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Engineer shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied. This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the Contractor in respect of work or the works at the site and in respect of which the Final Completion Certificate has been issued.

- (ii) No Dues Certificate

Seal & Signature of Bidder

No dues Certificate shall have been signed by the Engineer and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the engineer within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered if different parts of the work) or within 30 days from the date of payment of final bill whichever is later.

62. (i) Default of Contractor

If the Contractor being an individual or a firm, commits any “Act of insolvency” or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the EIC

- iv) Or if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract. To be attached by or on behalf of any of the creditors of the Contract.
- v) Or shall assign or sub-let the Contract without the consent in writing of the Employer first obtained.
- vi) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.
- vii) Or if the Engineer shall certify in writing that the Contractor :
 - a) has abandoned the Contract, or
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving written notice to proceed, or
 - c) 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 complete with the time agreed upon , or
 - d) 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 under theses conditions, or
 - e) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this 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 or
 - f) has to the detriment of good workmanship or in defiance of the instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby

affecting the powers of the Interior Designer, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things 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 14 days after receipt thereof by him the Bank shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Bank for the values of the said and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing 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 certificate of the Bank shall be final and conclusive between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the works site.

63 (i) Determination of Contract

The Bank shall in addition to any other power enabling him to determine the Contract have power to determine the Contract at any time by giving not less than fourteen (14) days notice in writing to the Contractor and on the expiry of such notice the Contractor shall forthwith determine but without prejudice to the claims of either party in respect of any antecedent breach thereof.

(ii) Compliance with Engineer's Direction on Determination

If the Contract shall be determined under the provisions of the RFP that the Contractor shall with all reasonable dispatch comply with the directions of the Engineer in respect to :

- (a) Cancellation of outstanding commitments
- (b) Performance of further work required for the protection of work executed
- (c) The removal of Temporary Works and materials from the Site
- (d) Any other matters arising out of the Contract with regard to which the Engineer decides that directions are necessary or expedient.

(iii) Payment on Determination

In the event of the Contract being determined under the provisions of this Clause the sum payable to the Contractor shall be such sum as would have been payable under

- (a) The reasonable cost of complying with the Engineer's directions under sub-clause (ii) hereof and

- (b) Such reasonable sum as may be agreed between the parties or in default of agreement settled by arbitration in respect of the Contractor's overheads including any sums properly and necessarily incurred as the direct result of such determination.
- (iv) The Engineer has a right to ascertain the happening of any contingency, including but not limited to the contingencies listed below, which would vest in the Bank certain powers including, but not limited to, taking possession of the work so far as it has been performed and to completing the work either by himself or by employing some other Agency, retaining property of the Contractor, such as materials, plant or money already due to the Contractor:
 - a) Failure of Contractor to proceed with or complete the works in the time or manner stipulated
 - b) Contractor's bankruptcy
 - c) Failure of Contractor to commence the work
 - d) Failure of Contractor to regularly proceed with the work for a certain fixed period
 - e) Failure of Contractor to proceed to the satisfaction of the Bank or the Engineer
 - f) Failure of Contractor to proceed with the work for any reason independent of prevention by Bank
 - g) If in the Engineer's opinion, the Contractor is not exercising due diligence and proceeding with such dispatch as will enable the works to be duly completed in time
 - h) Failure of Contractor in complying with the orders and directions given by the Engineer
 - i) Failure of Contractor in complying with the Specification, stipulations, conditions or Drawings
 - j) The Contractor being guilty of any default in the fulfillment of the contract
 - k) The Contractor leaves the work unfinished
 - l) Failure of Contractor, after due notice, to rectify defective work
 - m) The Contractor renouncing materials from site and
 - n) Failure of Contractor to maintain the works

64. Work by Other Agencies

The Bank / Engineer reserves the right to use premises 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 simultaneously, and the Contractor shall allow all reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

65. For approval of DG Set and other equipment visit at factory shall be arranged by the Contractor for representative of Bank. All the expenses for the said visit will be borne by the contractor.

(On the Agency's Letter Head)

OFFER LETTER.

PLACE :
DATE : .

To,

**The Asstt. General Manager,
Bank of Baroda,
Facilities Management Department,
5th floor Baroda Bhavan,
Alakpuri Baroda – 390005.**

Dear Sir,

Having examined the Specifications, RFP document, site and Bill of Quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the RFP, I / We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the Priced Bill of Quantities or any agreed rates on negotiation and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of contract, to the form of RFP, articles of agreement, Addenda, 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.

- | | |
|--|---|
| (a) Description of works: | RFP for Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara." |
| (b) Earnest Money Deposit | Rs. 40,000/- (Rupees Forty Thousand Only). (Exempted for valid certificate of NSIC/MSME/KVIC) |
| (c) Initial Security Deposit | 2% of the Contract Value by Bank Demand Draft within 7 days of issue of LOA / Work Order. |
| (d) Performance Guarantee | 5% of Contract Value in the Form of Bank Guarantee from any Nationalized Bank within 14 days of issue of LOA / Work Order for period of -5- months. 5% of total CAMC cost in the form of Bank Guarantee from any Nationalized Bank one month before commencement of CAMC for period of -39- months. |
| (e) Retention Money / Security Deposit | Retention Money to be deducted in cash @ 8% of each Interim Bill subjected to total Security Deposit i.e. Retention Money and Initial Security Deposit does not exceed 5% of Contract Value or final Actual Value of work whichever is greater. |
| (d)Time allowed for completion | -60- Days from date of commencement |

2. Should this RFP be accepted, I / We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to Bank of Baroda the amount mentioned in the said conditions.
3. I / We have deposited a sum of Rs. 40,000/- (Rupees Forty Thousand Only) as earnest money. I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by Bank of Baroda.

4. I / We certify that the my / our Company / firm or owner or any sister concern have not been Blacklisted by any institution of the Central or State Govt./ PSU/PSB in the past three years on any grounds whatsoever.

5. Our bankers are: (With full address): (i)
(ii)

The names of partners of our firm are: (i)
(ii)

Names of the partner(s) of the firm authorized to sign

Name of person having power Attorney to sign the Contract (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Bidder

(Signatures and addresses of witnesses) (i)

SPECIFICATIONS FOR DG SET INSTALLATION WORKS

Note 1. These specifications are not meant to be exhaustive and prescribe the minimum acceptable standards. Where these do not cover certain items and aspects, the best engineering practice/Bank engineer's instructions shall be followed.

Note 2. All codes and standards means the latest. Necessary I.S. Codes and CPCB norms are mentioned along with these specifications and all relevant codes with divisions published on date shall be applicable.

1. GENERAL

- a. The entire electrical installation work shall be carried out in accordance with approved Drawings and in general conformity with the requirements of the latest Indian Electricity rules, the relevant I.S.codes of practice, CPCB Norms, etc. as amended to date, wherever applicable and the regulations of the local licensing bodies, CEA, CPB, Electrical safety inspector etc., and where such installations are subject to inspection and approval of fire insurance, the installation shall be planned and executed also confirming to their regulations/rules.
- b. The specifications herein and the IEE Rules/Regulations of the local licensing Authority CEA and of the Fire Insurance/Explosives Authorities, the latter shall prevail.

6. SUPERVISION

From the contractor's side supervision shall be carried out by person/persons holding certificates of competency of appropriate class issued by the respective State Government bodies authorized to issue such certificates under statutory rules and regulations in force.

7. TESTING AND COMMISSIONING

On completion of the work and/or at the appropriate stages of the works as necessary, the contractor shall arrange for all necessary tests for proper operation, continuity, etc. of the necessary installation /equipment/plant etc., in accordance with the provisions in the IE rules, relevant IS codes of practice and commission the completed installation. Contractor shall furnish a certificate and guarantee in the prescribed form (attached to the RFP document), countersigned by the licensed and qualified supervisor under whose direct supervision the installation will be taken over by the Bank, only on its being so commissioned, the test results being thoroughly satisfactory.

Provided that the work shall not be deemed to be complete and the installation will not be taken over, if the test results are not within satisfactory limits. In case the results are unsatisfactory the contractor is required to carry out all necessary rectifications/modifications at his level on his own cost to bring the installation/equipment to the level of acceptability within a period of 4(four) weeks from the date of test and the defects liability period of 12 months will stand extended by period of delay in such rectification/modification that is in excess of said period of 4 weeks.

On completion of work, four sets of as built drawings of general arrangement and SLD of the distribution cabling of the electrical control panels shall be submitted for client's records.

8. WORKMANSHIP:

First class workmanship and neat appearance are essential requisites for compliance with these specifications.

9. MATERIALS AND MAKES:

All materials, equipment, fittings fixtures, appliances, accessories, etc., to be used in installation shall comply in all respects with the requirements of the BIS, relevant Indian Standard codes and regulations of the local electricity supply authorities and the Central Electrical Authority. The electrical fixtures shall be of the best quality obtainable in the makes/manufacture specified in the make list, samples being approved by Bank.

10. Technical specifications for Electrical and Control panels

The fabricated panels used for this project shall be generally wall mounted or floor mounted as per site requirement, fabricated out of 16 SWG CRCA and powder coated after undergoing -7- tank treatment process. The panel shall be cubicle type with Neoprene gasketed and hinged outer door with locking facility. All the components like contactors, MCBs etc. shall be mounted on an MS mounting plate fixed inside the panel which can be removed in case of any defects which needs rectification or replacements of components. The components shall be fully wired and tested for correct sequence of operation. The MCB shall be mounted in such a way that their operating knobs shall be accessible after opening the outer door. The panel shall be designated with a label at the top of the panel in a permanent manner. The outer door shall be earthed to the main body through a flexible copper wire. All the panels will be equipped with 100A TPN or SPN copper bus bars supported with DMC. PVC insulated and colour coded copper wire of required size shall be used for tappings from bus bars and inter wiring of components. Removable gland plates shall be provided at the top and bottom of the panel for external cable terminations. The Single Line Diagram enclosed along with the RFP should be referred.

TECHNICAL SPECIFICATION FOR GENERATOR PANEL - IP-65 PANEL

Weather proof cabinet with double door conforming to IP-65-IK-09- class-2 panel having mounting arrangement for 2 rows and 24 modules. The components will be Din rail mounted. The panel shall conform to EN-60439-3. The panel shall be equipped with following. The panel shall be completely wired and tested. The contractor shall submit the general arrangement drawings with Bill of Material and Single line diagram for our approval before proceeding with fabrication work.

11. TECHNICAL SPECIFICATION FOR DG

SET Applicable standards

- ISO-8528- Part-1 to 10, applicable for generating sets
- IS- 1000- Part-1 to 13, 1980 applicable naturally aspired engines
- BS-5514-Part-5-1979, IS-13018 & BS-649 Reciprocating internal combustion engines, Performance, torsional vibrations
- ISO-3046-Part-5-2001, Part-1-2002, Part-3-1989, Part-4-1997, Part-6-1990, IS 60034
- IS-4889/BS-269, IS-4722-1992, IS-13364-part-1&2-19992, IEC-34-1-1983, BS 2613/1970, IS 4889, IP-21 as per IS-4691/85 applicable to Alternator

- f. IS-8183, ISO-3744-1988 (E), ISO-8528- Part-10-1998 (E), ISO-9614-1993- Part-1, 2 applicable for acoustic enclosure
- g. IS-2147-1962 and IS-4722 applicable for control panels.
- h. IS-1460: Automative Diesel Fuel.
- i. IS/IEC 60034-1: Rotating electrical machines.
- j. ISO 9001
- k. IS 13018: Internal Combustion Engine.

Diesel Engine:

The engine shall be the standard design of the original manufacturers. It should be 4-stroke, water cooled, naturally aspired/ turbo charged as per manufacturer standard, diesel engine developing about minimum 310 BHP for giving a power rating in kVA at the load terminals of alternator at 1500RPM at actual site conditions as above. The engine shall be capable of delivering specified prime power rating at variable loads for PF of 0.8 lag with 10% overload available in excess of specified output for one hour in every 12 hours. The average load factor of the engine over a period of 24 Hours shall be 0.85 (85%) for prime power output.

The engine shall be fitted with the following accessories subject to the design of the manufacturer.

- a. Dynamically balanced flywheel.
- b. Necessary flexible coupling and guard for alternator and engine.
- c. Air cleaner (dry/oil bath type) as per manufacturer standard.
- d. Governor of class G2 and shall be self-contained unit capable of monitoring speed.
- e. Daily fuel service tank with minimum capacity of 8 hours of continuous operation, fabricated from 14/16 SWG sheet metal complete with inlet, outlet connections, air vent tap, drain plug and level indicator (gauge), Stainless steel fuel piping from tank to engine with valves, unions, reducers, flexible hose connection and floor mounting pedestal, twin fuel filters and fuel injectors. The fuel tank shall be located inside the acoustic enclosure itself.
- f. Dry exhaust manifold with suitable exhaust residential grade silencer to reduce noise level.
- g. Suitable self-starter for 12V/24 V DC.
- h. Battery charging alternator unit and voltage regulator, suitable for starting batteries, battery racks, interconnecting leads and terminals.
- i. Batteries and Battery charger.
- j. Necessary gear driven oil pump for lubricating oil, priming of engine bearing as well as fuel systems as per manufacturer's recommendations.
- k. Naturally aspirated/ turbo charger (as per manufacturer standard).
- l. Lubrication oil cooler.
- m. Lubrication oil filters with replaceable elements.
- n. Crank case heater as per standards.
- o. Fuel injection system to minimize the fuel consumption.
- p. Fuel control solenoid.
- q. Fuel pump with engine speed adjustment.
- r. Electronic engine management control panel: fitted and having digital display for following:
 - I. Start/stop key switch
 - II. Lube oil pressure indication
 - III. Water temperature indication
 - IV. RPM indication
 - V. Engine hours indication
 - VI. Battery charging indication

- VII. Low Lube oil trip indication
- VIII. High water temperature indication
- IX. Over speed indication
- X. Over Load trip indication
- s. All moving parts of the engine shall be mechanically guarded with M.S. mesh guard in such a manner that a human finger cannot touch any moving part.
- t. Radiator
- u. Any other item not mentioned/ specified but is a standard design of the manufacturer.

De-rating of the set

The output of the DG set specified in RFP shall be under the following climatic conditions and in conformity with CPCB approved type tests.

- a. Outside maximum temperature: 45 degree C
- b. Height above MSL: 123 Mt
- c. RH: 59%

DG set should be type tested for noise and emission norms/ standards as per latest CPCB norms.

Common bed plate:

Engine and alternator shall be coupled by means of flexible coupling and both the units shall be mounted on a common bed plate (6"x4"x4" MS channel) together with all auxiliaries to ensure perfect alignment of engine and alternator with minimum vibrations. The bed plate shall be suitable for installation on suitable anti vibration mounting system.

Exhaust system:

- a. The entire MS pipe used for exhaust piping shall conform to IS. The runs forming part of factory assembly on the engine flexible connections up to exhaust silencer shall be exclusive of exhaust piping item. The work includes necessary cladding of exhaust pipe work using 50mm thick glass wool/ mineral wool/ rock wool, density not less than 120 Kg per Metre cube and aluminum cladding of 0.6mm thick for the complete portion. The exhaust pipe work includes necessary supports, foundations etc. to avoid any load and stress on turbo charger/ exhaust piping. Exhaust pipe with extension upto 20Metre shall run along the existing wall of the building duly clamped/supported on independent structure for which the design and drawing for such structure shall be got approved from Bank.
- b. The exhaust system should create minimum back pressure.
- c. No of bends should be kept minimum and smooth bends should be used to minimize the back pressure.
- d. Exhaust piping inside the acoustic enclosure shall be lagged with asbestos rope along with aluminum sheet cladding to avoid heat input to the room
- e. Exhaust flexible shall have its free length when it is installed.
- f. Class B MS pipes and long bends to be used.
- g. The exhaust outlets shall be in the direction of the prevailing winds and should not allow exhaust gases to enter air inlet/ windows etc
- h. When tail end is horizontal, 45 degree downward cut should be given at the end of the pipe to avoid rain water entry into the exhaust piping.

Air system:

It is preferred to provide vacuum indicator to indicate choked filter. Maximum air intake restrictions with clean and choked filters should be within prescribed limit as per manufacturer recommendation. Genset shall be supplied with medium duty air cleaner.

Cooling system:

- System should be designed for ambient temperature of 50 degree C.
- Coolant should be mixed with additive in suitable proportion as per recommendation of engine vendor.
- Radiator fan flow should be free from any obstructions

Fuel tank:

Fuel tank of minimum capacity of 450 litres shall be located at the bottom of the unit with provision for filling and fitted with gauge. The same shall be fabricated out of 3mm thick HR sheet.

Alternator:

Self-excited, screen protected, self-regulated, brush less alternator, horizontal foot mounted in single bearing construction with following specifications.

Rated PF	0.8 Lag
Rated voltage	415 V
Rated frequency	50 Hz
No of phases	3
Enclosure	SPDP
Degree of protection	IP-23
Ventilation	Self Ventilated, Air Cooled
Ambient temperature	50 Degree C (Max)
Insulation class	F/H
Temperature rise	within limits of Class F/H insulation
Voltage regulation	+/- 1%
Voltage variation	+/- 5%
Over load duration / capacity	10% for one hour in every 12 hrs. of continuous use.
Frequency	+/- 1% (as defined by engine governer)
Variation Excitation	Self Excited
\Type of AVR	Electronic (soft)
Type of bearing and lubrication	
Arrangement	Anti friction bearing with grease lubrication
Standard	IS 4722 & IEC:34 as amended upto date

Protection:

In the event of any fault due to over voltage/ high bearing temperature/ high winding temperature, or an external fault, the AVR shall remove the excitation voltage to the alternator. An emergency trip PB shall also be provided which is located outside the acoustic enclosure.

Performance:

Voltage dip shall not exceed 20% of the rated voltage for any step load or transient load. The winding shall not develop hot spots exceeding safe limits due to imbalance of 20% between any two phases from no load to full load. The generator shall preferably be capable of withstanding a current equal to 1.5 times the rated current for a period of not more than 15 seconds.

The performance characteristics of the alternator shall be as below:

Efficiency at full load 0.8 PF	Not less than 90%
Total distortion factor	Less than 3%
10% over load	1 hour in every 12 Hours of continuous use
50% over load	15 seconds

Terminal box:

Suitable for terminating suitable size and runs Of Aluminum/ copper armored XLPE cables (12 terminals).

Earth terminals

2 nos of earth terminals on opposite sides with vibration proof connections, non-ferrous hardware etc. with galvanized plate and passivated washer of minimum size 12 mm dia. Hole shall be provided.

Space heater

To be provided with MCB control and Thermostat, such that during idle period, it does not absorb moisture.

Manual Control Panel

- a. Engine Control panel will be provided inside the acoustic enclosure.
- b. Panel will be fabricated out of 16 SWG CRCA MS sheet and powder coated after seven tank treatment process with IP 53 .
The same shall be equipped with following.
- c. Composite meter of digital display of:
 - I. Voltage
 - II. Current
 - III. Power Factor
 - IV. Frequency
 - V. Energy Meter
- d. HRC fuses of suitable rating
- e. 1 no MCCB of suitable rating with suitable rating and CT along with bus bars and cables.
- f. Push Button switch or ON-OFF Switch for On and Off operation
- g. Canopy lamps ON/OFF
- h. Instrument fuses

- i. Battery charger complete with voltage regulator, voltmeter and ammeter for charging the battery from external mains. This will be in addition to the battery charging alternator fitted on engine.

Starting battery

2 Nos. of 180 AMH battery shall be as required at 24/12V DC and cable size of 70sq mm. Batteries supplied with DG set shall be dry and uncharged. The same shall be charged by authorized people before same is connected to DG set. Initial charging shall be done for 72-80 hrs. The batteries shall be placed on stands and relatively cool place inside the acoustic enclosure.

Platform for mounting of DG set:

A PCC foundation platform (1:2:4, M-20 grade) of approximate depth 150Mm above the finished Genset Room floor level is required so as to provide leveled surface for placement of the acoustics enclosure. The length and breadth of foundation should be at least 250MM more on all sides than the size of the enclosure. Genset should be mounted on AVM's inside the enclosure. Such platform shall be constructed by the vendor in accordance with standards at the location selected by **NBSC**. Quoted rate shall be inclusive of the work.

Acoustic enclosure (with Sound Proof Canopy):

- a. The acoustic enclosure shall be designed and manufactured confirming to relevant BIS suitable for outdoor installation exposed to weather conditions, and to limit overall noise level to 75dB (A) at a distance of 1 Mt from the enclosure as per CPCB norms under free field conditions, at 75% load.
- b. The construction should be such that it prevents entry of rain water splashing into the enclosure and allows free and quick flow of rain water to the ground in the event of heavy rain. The detailed construction shall confirm to details as under.
- c. The enclosure shall be fabricated out of CRCA sheet of thickness not less than 1.6mm on the outside cover with inside cover having not less than 0.6mm thick perforated powder coated CRCA sheet.
- d. The hinged doors shall be made from not less than 16 SWG (1.6mm) thick CRCA sheet and will be made airtight with neoprene gasket and heavy duty locks.
- e. All sheet metal parts should be processed through 7-tank process. The enclosure should be powder coated Green color. The enclosure should accommodate the daily service fuel tank. There should be a fuel gauge which should show the level of fuel even when DG set is not running. The gauge should be calibrated. The fuel tank should be filled from outside provided with a lockable cap. The batteries should be accommodated in the enclosure in the rack.
- f. The canopy should be provided with high enclosure temperature safety device. The acoustic lining shall be made of high quality insulation material like glass wool/ mineral wool/ rock wool with minimum of 50mm thick and 75 Kg/cubic mt for sound absorption as per standard design of manufacturers to reduce the sound level as per CPCB norms. The insulation material shall be covered with fine glass fiber cloth and would be supported by perforated MS sheet duly powder coated.
- g. The enclosure shall be provided with suitable size and no of hinged type doors along the length of the enclosure on each side for easy access inside the acoustic enclosure for inspection, operation and maintenance purpose. Sufficient space will be provided inside the enclosure on all sides of the DG set for inspection, easy maintenance and repairs.
- h. The MS base frame shall be provided having lifting facility & predrilled foundation holes for installation on anti-vibration mounting (AVM pads).

Testing:

All major equipment/items i.e. engine & alternator in assembled condition, electrical control panel etc. Shall be offered for initial inspection at factory / manufacturers work, before dispatch at site of work at the discretion of Bank. After inspection of these items shall be cleared for dispatch at site.

Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to Bank.

After completion of the installation work in all respects, the contractor shall offer the DG sets for testing. Testing shall be carried out as under:

The DG set shall be tested on load of Unity Power Factor for the rated KW rating. During testing, the each of the DG sets shall be operated for 12 hours for DG set's KW rating including one hour on 10% overload after continuous run of the 12 hours. During testing, all control and safety operations shall be checked and proper record will be maintained. Any defect/ abnormality noticed during the testing shall be rectified. The testing will be declared successful only when no abnormality/ failure is noticed during the testing. The DG set will be cleared for dispatch to site only when the testing is declared successful by authorized representative.

Trial Run/ Running-in-Period:

After successful testing of the DG set, trial run at available load will be carried out for 20 Hrs. The DG set will be operated and a log of the relevant parameters will be maintained during this period. The arrangement of staff for the trial run shall be made by the successful bidder. However the diesel and lube oil required will be supplied by the Contractor. The contractor will be free to carry out necessary adjustments. The DG set will be said to have successfully completed the trial run, if no break down or abnormal/ unsatisfactory operation of any component of the entire installation included in the scope of work of the contract, occurs during this period. After that the DG set will be taken over by Bank subject to guarantee clause of the contract. This date of taking over the DG set, after trouble free operation during the trail run/running-in-period, shall be the date of acceptance /taking over.

Safety measures:

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

Statutory clearances:

Approval/ clearance of the complete installation shall be obtained by the contractor from CPCB/State pollution control board/ Local bodies/ CEA/ other licensing authorities like LESA etc., wherever required. However the application shall be made by the Bank in consultation with contractor and necessary fee shall be paid by Bank.

Guarantee:

All equipment shall be guaranteed against unsatisfactory performance and/ or break down due to defective design, workmanship or material for a period of 12 months from the date of taking over the installation by Bank. The equipment or components or any part thereof, so found

defective during the guarantee period shall be forthwith repaired or replaced free of cost to the entire satisfaction of the client. In case it is felt that undue delay is being caused by the contractor in attending the defect/fault removed, the same will be got done by Bank at the risk and cost of the contractor. The decision of Bank in this respect will be final.

RFP Drawings, Drawings for Approval & Completion Drawings:

Drawings for approval on Award of the work: The contractor shall prepare and submit three sets of following drawings and get them approved from Bank before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipment/materials as per the agreement, if there is any contradiction between the approved drawings and agreement.

- a. Layout drawings of the equipment to be installed including control cables, fuel/ lube oil pipes and supports/structure for exhaust piping, chimney and bus ducts/cable trays.
- b. Drawings including section, showing the details of erection of entire equipment.
- c. Electrical wiring diagrams from engine alternator set to electrical control panel, electrical control panel to essential to LT board including the sizes and capacity of the various electrical /control cables and equipment.
- d. Dimensioned drawings of Acoustic enclosure/engine alternator set and electrical control panel.
- e. Drawings showing details of supports for pipes, chimney cable trays, ducts etc. Any other drawings relevant to the work.

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 Bank. One set shall be laminated on the hard base for display in the DG set room/room where Manual Control panel is installed and another set shall be kept with Bank. In addition drawings shall be given in DVD.

- a. DG set installation drawings giving complete details of all the equipment, including their foundations.
- b. Line diagram and layout of all electrical control/panels giving switchgear ratings and their disconnection, 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 Control Panel/PCC.
 - I. Manufacturer's technical catalogues of all equipment and accessories.
 - II. Operation and maintenance manual of all major equipment, detailing all adjustments operations and maintenance procedure.

Earthing:

GI plate earthing / GI pipe chemical earthing (Neutral Grounding) shall be provided for the DG set. The body earthing shall be of GI. The generating set and all associated equipment control and switchgear panels must be earthed before the set is put into operation. Four number earths are provided as under:

- a. 2 earthing sets for Genset / control panel body
- b. 2 earthing sets for neutral

Earthing job should be carried out as per General Specifications for Electrical Works, 2013. GI strips of suitable size shall be used for earthing as detailed hereunder:

- For Gensets with AVM's between engine/alternator and base rail, the body earthing must be provided at the engine/alternator and not at the base rail.
- Genset should be earthed at two distinct points through a conductor strip having cross-section suitable to carry the short circuit (three phase dead short circuit with ground) current without burning out in conformity to General Specifications for Electrical Works, 2013 in vogue.
- For body earthing, an earth-bus shall be provided. Earth-bus used for sub-station shall be used for body earthing, as DG set is placed at sub-station.
- Test joints shall be provided for testing the earthing as and when required.
- Size of plate, depth of earthing and methods for earthing works shall be as per the CPWD General Specifications for Electrical Works, 2013 in vogue.

12. MAKE OF MATERIALS

S. No	Description	Make-1	Make-2	Make-3	Make-4
1	MCB/ELCB/RCCB	Legrand	L&T	Schneider	ABB
2	MCB DB	Legrand	L&T	Schneider	ABB
3	MCCB	Legrand	L&T	Schneider	ABB
4	LED indication lamps	Technique	Schneider	Siemens	L&T
5	Resin cast CTs	Kappa	A.E.	L&T	
6	Armoured Cable/Wires FRLS	Polycab	Finolex	RR	
7	Contactors	Legrand	L&T	Crompton	Siemens
8	DG set	Cummins	Kirloskar	TATA	Caterpillar
	Engine	Cummins	Kirloskar	TATA	Caterpillar
	Alternator	Stamford	Stamford	Stamford	Stamford
9	Cable Glands	Comet	Braco	HMI	
10	Cable lugs	Dowell	3D		
11	Meters	Rishab	Trinity	Schenider	AVE
12	Earthing	Aslok	OBO	Jetf	
13	Cable tray	Indiana	Profab	Starlwart	
14	PVC tunking/pipes and Accessories	Precision	Polycab	Nihar	Vraj
15	Automation Panel	A.D Enterprises	Active Engineer	Shivshakti Engineer	

NOTE: Makes mentioned above are only tentative and prior approval of all equipment/items shall be taken from Bank before supply at site. Contractor may supply equipment of any other make not mentioned above with the prior approval of Bank. Bank reserve the right to add or delete name of any manufacture as and when required. Bank reserve rights to select any of the specified brands mentioned above.

13. SAFETY CODE

- a. The contractor shall follow the safety codes as per IS-5216-1982 or latest codes while carrying out the electrical work.
- b. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
- c. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- d. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- e. No portable single ladder shall be over 8 meters in length, the width between the side rails not 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 labour shall be engaged for holding the ladder.
- f. The excavated material shall not be placed within 1.5 Metres of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one Metre.
- g. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- h. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
- i. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
- j. Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
- k. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- l. Suitable face masks should 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.
- m. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
- n. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- a. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- b. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- c. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- d. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- e. Before commencing the welding work required precautions should be taken.

- f. Two buckets of water/ sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- g. Fire extinguishers recommended by fire officers shall be kept on the site.
- h. Used paint drums shall be stored in specified store only after closing them properly.
- i. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- j. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- k. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- l. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- m. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

TESTING OF THE INSTALLATION

1.1 Installation Completion Tests

At the completion of the work, the entire installation shall be subject to the following tests:

1. Wiring continuity test
2. Insulation resistance test
3. Earth continuity test
4. Earth resistivity test
5. Polarity test

Besides the above, any other test specified by the local authority shall also be carried out. All tested and calibrated instruments for testing, labour, materials and incidentals necessary to conduct the above tests shall be provided by the contractor at his own cost.

1.2 Insulation Resistance Test

The insulation resistance shall be measured between earth and the whole system conductors, or any section thereof with all protection in place and all switches closed and except in concentric wiring all lamps in position of both poles of the installation otherwise electrically connected together, a direct current pressure of not less than twice the working pressure provided that it does not exceed 1100 volts for medium voltage circuits. Where the supply is derived from AC three phase system, the neutral pole of which is connected to earth, either direct or through added resistance, pressure shall be deemed to be that which is maintained between the phase conductor and the neutral. The insulation resistance measured as above shall not be less than 50 mega ohms divided by the number of points provided on the circuit the whole installation shall not have an insulation resistance lower than one mega ohm.

The insulation resistance shall also be measured between all conductors connected to one phase conductor of the supply and shall be carried out after removing all metallic connections between the two poles of the installation and in those circumstances the insulation shall not be less than that specified above.

The insulation resistance between the frame work of housing of power appliances and all live parts of each appliance shall not be less than that specified in the relevant standard specification

or where there is no such specification, shall not be less than half a Megaohm or when PVC insulated cables are used for wiring 12.5 Megaohms divided by the number of outlets. Where a whole installation is being tested a lower value than that given by the above formula subject to a minimum of 1 Megaohms is acceptable.

1.3 Wiring Continuity Test

All wiring systems shall be tested for continuity of circuits, short circuits, and earthing after wiring is completed and before installation is energized.

1.4 Testing Of Earth Continuity Path

The earth continuity conductor including metal conduits and metallic envelopes of cable in all cases shall be tested for electric continuity and the electrical resistance of the same alongwith the earthing lead but excluding any added resistance of earth leakage circuit breaker measured from the connection with the earth electrode to any point in the earth continuity conductor in the completed installation shall not exceed one ohm.

1.5 Testing Of Polarity Of Non-Linked Single Pole Switches

In a two wire installation a test shall be made to verify that all non-linked single pole switches have been connected to the same conductor throughout, and such conductor shall be labeled or marked for connection to an outer or phase conductor or to the non-earthed conductor of the supply. In the three or four-wire installation, a test shall be made to verify that every non-linked single pole switch is fitted to one of the outer or phase conductor of the supply. The entire electrical installation shall be subject to the final acceptance of the Project Manager as well as the local authorities.

1.6 Earth Resistivity Test

Earth resistivity test shall be carried out in accordance with latest IS Code of Practice for earthing.

1.7 Polarity Test

1.7.1 In two wire installation, a test shall be made to verify that all the switches in every circuit have been fitted in the same conductor throughout, and such conductor shall be labeled or marked for connection to the phase conductor, or to the non-earthed conductors of the supply.

1.7.2 In a three wire or a four wire installation, a test shall be made to verify that every non-linked single pole switch is fitted in a conductor which is labeled, or marked for connection to one of the phase conductors of the supply.

1.7.3 The installation shall be connected to the supply for testing. The terminals of all switches shall be tested by a test lamp, one lead of which is connected to the earth. Glowing of test lamp to its full brilliance, when the switch is in "on" position irrespective of appliance in position or not, shall indicate that the switch is connected to the right polarity.

1.8 Performance

Should the above tests not comply with the limits and requirements as above the contractor shall rectify the faults until the required results are obtained. The contractor shall be responsible for providing the necessary instruments and subsidiary earths for carrying out the tests. The above tests are to be carried out by the contractor without any extra charge.

1.9 Tests And Test Reports

The Contractor shall furnish test reports and preliminary drawings for the equipment to the Project Manager for approval before commencing supply of the equipment. The Contractor should intimate with the RFP the equipment intended to be supplied with its technical particulars. Any test certificates etc., required by the local Inspectors or any other Authorities would be supplied by the Contractor without any extra charge. All test reports shall be approved by the Project Manager prior to energizing of installation.

NOTE: -

1. Make of any other item left out shall be approved by Client/Consultants before procurement.

Bidder's Profile

Work: Supply, Installation, Testing and Commissioning (SITC) of Diesel Generator Set in Baroda House, Mandvi and Sainath Plaza, Wing-B, Vadodara.

MANDATORY TECHNICAL REQUIREMENT

S.No.	Description	Information from the Vendor
1.	Name and Address of the Firm	
2.	Telephone Nos. & Email Id.	
3.	Type of Firm: (Sole Proprietorship/Partnership/Ltd. Co./Other)	
4.	Name of Contact Person with contact number in relation to this RFP:	
	Company / Firm Registration	
	OEM Details Name of contact person Contact No Email Id	
5.	Address & Tel. No. of the Branch/Service Centre in Vadodara:	
7.	GST No.	
8.	PAN No.	
9.	The Turnover of the Firm for the last - 3- Years for the similar nature of works	Minimum average turnover of Rs. 12 Lakhs during last three years for a work of similar nature.
	Year	Turn Over amt. in Lakhs(in Rs.)
	2018-2019	
	2019-2020	
	2020-2021	
10.	Name of Banker with address Account Details	
11.	Details of work carried out for previous clients (attach copy)	

	Year	Name of Organization	Type of Work	Amount
	(i)			
	(ii)			
	(iii)			
12.	No. of Authorized Technical Staff			
	Name of person	Qualification	Designation	Total Experience in the Firm
13.	a) Has your company/firm been ever blacklisted in past 3 years. Give details if Yes.			
	b) If No, a certificate be submitted stating that the company/firm or its owner or any sister concern have not been so blacklisted by any institution of the Central or State Govt, PSU/PSBs in the past three years on any grounds whatsoever.			
14.	The vendor must have experience in commissioning and maintenance Diesel Generator Sets of minimum 160 KVA. The firm must have carried out at least -5- Supply, Installation, Testing and Commissioning of Diesel Generator Sets of minimum 160 KVA each (Attach Copy)			
16.	Weather any of the family members working with Bank of Baroda (if Yes, Give Details)		YES/NO	
17.	EMD Details Amount Transaction No Date Bank			
18.	Technical specifications, Brochures and details of proposed DG set , ATS Panel, cable attached			

Makes Offered

Sr No	Description	Proposed Make
1	MCB/ELCB/RCCB	
2	MCB DB	

3	MCCB	
4	LED indication lamps	
5	Resin cast CTs	
6	Armoured Cable/Wires FRLS	
7	Contactor	
8	DG set	
	Engine	
	Alternator	
9	Cable Glands	
10	Cable lugs	
11	Meters	
12	Earthing	
13	Cable tray	
14	PVC tunking/pipes and Accessories	
15	Automation Panel	

Date:

Place:

Encl :

Name & Signature of the Bidder

OEM AUTHORISATION LETTER

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)

To,

The Assistant General Manager,
(FM & Security),
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007

Sir,

Subject : Direct Manufacturers Authorization
Ref : RFP No: dated-----

Name of Work: Supply, Installation, Testing and Commissioning of 01 No. of 160 kVA DG Set and 125 kVA DG Set for Bank of Baroda, Head Office, Vadodara.

We....., an established and reputable manufacturer of Diesel Generator having Corporate/ Registered office at(address of OEM) do hereby authorize (name of contractor) and having their Office at (contractor's address) as our representative to submit a above bid.....dt.....and subsequently negotiate and sign the contract with you for the supply of goods manufactured by us and authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract

We hereby confirm and extend our CAMC services of three years after DLP of one year for the products supplied by the above contractor for the said work.

Yours faithfully,

For

Signature of Officer Authorized to sign this Document on behalf of the OEM.