

ଜିଲ୍ଲା ଖଣିଜ ପ୍ରତିଷ୍ଠାନ, ସୁନ୍ଦରଗଡ଼.
DISTRICT MINERAL FOUNDATION, SUNDARGARH



RFP NO: -DMF/SNG/01-2019-20.

REQUEST FOR PROPOSAL

Annual Rate Contract for Supply, Installation and Commissioning of Diesel Generator Sets with 5-year warranty for Sundargarh District out of D.M.F Fund

TENDER SCHEDULE

Availability of Tender documents : 03-10-2019 at 11.00 A.M.

Last date for submission of Sealed Tender: 22-10-2019 up to 5.00 P.M.

Opening of Technical Bid & Financial bid: 24-10-2019 at 11.00 AM

Issued by:
Collector & Chairperson
DMF, Sundargarh .

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PART-1 (TECHNICAL BID)

RFP NO: -DMF/SNG/01-2019-20.

1. NOTICE INVITING TENDER

Interested parties are requested to submit the Bids in sealed envelope for the aforesaid work as per detailed specifications and other requirements as mentioned more specifically elsewhere in this tender document.

Sealed Bids in TWO separate sealed Envelopes indicating clearly "**Envelop - No.1 - Technical bid**" and "**Envelope No.2 -Price bid**", shall be addressed to **Chief Executive Officer, DMF, Sundargarh** and Envelops should also be super scribed **Annual Rate Contract for Supply, Installation and Commissioning of Diesel Generator Sets with 5 year warranty for Sundargarh District out of D.M.F Fund** . Last date for the submission of tender is **22nd October 2019 upto 5.00 pm.**

1. This tender document can be downloaded from the website of www.sundergarh.nic.in .The tender document will be available on the website, till the last date of submission.

2. The two envelopes must carry the following:

Envelope no. 1:

- a) "Technical bid" of tender with every page signed and stamped.
- b) An initial part amount of **Rs 50,000/- (Rupees Fifty Thousand Only)** towards **Earnest Money Deposit (EMD)** by way of Demand Draft (DD) from Nationalised/Scheduled Bank, to be submitted along with "Technical Bid" in a separate envelop. EMD envelop shall be super scribed as EMD towards "**Annual Rate Contract for Supply, Installation and Commissioning of Diesel Generator Sets with 5 year warranty for Sundargarh District out of D.M.F Fund**". The Tender without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder. Power of attorney authorizing the person to sign the tender.

Envelope No.2:

- a) Price Bid shall be addressed to **Chief Executive Officer, DMF, Sundargarh.**
 - b) Envelope No.2 shall not contain any condition whatsoever and any conditional price bid shall be rejected.
 - c) Price Bid envelopes shall be opened only in respect of those tenderers who are found to be eligible as per the prequalification criteria specified by DMF and have complied with all the requirements in tender document.
3. If the last date of receipt or opening of the tenders happens to be a holiday, then the receipt and opening of the tenders shall be shifted to next working day without change of time and venue.

4. **Before filling up the tenders, the bidders may note the following:**

- a. The bids shall remain valid and open for acceptance for **03 months** from the date of opening of Envelope No.1. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the DMF, then the DMF without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
- b. **Time of Completion:** Time is the essence of the contract. The Contractor shall be allowed to execute the work after working hours, in nights & on holidays, with the prior permission from DMF. No extra payments will be made for the work being done during the odd hours. **Date of commencement shall be either one-week, from the date of issue work order or the day on which the contractor will take possession of site, whichever is earlier.** The work shall be completed within **01 months** from the date of commencement.
- c. The quantum of liquidated **damages** for delay in completion of the works per week shall be calculated at **0.50%** of the estimated cost subject to maximum of **5%** of the accepted tender amount.
- d. The tenderer should quote the rates in figures as well as in the words. The rate for each item should be worked out and the requisite total amount shall be calculated accordingly. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found in the rates in words and figures, then the rates quoted in words shall be taken as correct.
- e. The tenderers must include in their tender prices quoted for all duties royalties, GST, cess and sales tax, works contract tax or any other taxes or local charges, transportation charges, installation charges, labour charges etc. if applicable. No extra claim on this account will in any case be entertained.
- f. The tender document must be filled in English. If any of the documents are missing or un-signed in price bid, the tender shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the tenderer and the tenderer has to submit all those documents within after communicating the same, otherwise the tender will be rejected.
- g. DMF reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.
- h. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.
- i. All taxes including GST or any other payable/ prevailing tax on material or on finished works etc, in respect of this contract shall be payable by tenderer and the DMF will not entertain any claim whatsoever in this respect over the quoted price.

- j.** The tenderer, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.
- k.** Before quoting, the tenderer 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 DMF in any circumstances.
- l.** 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. DMF 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 DMF.
- m.** If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the full and final payment of the contractor will be settled after the satisfactory execution of these item.
- n.** DMF does not bind itself to accept the lowest or any tender at all. DMF also reserves the right to negotiate or partly accept any tender or all tenders received without assigning any reasons thereof.
- o.** Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to CEO, DMF, Sundargarh who will review the questions and if information sought is not clearly indicated or specified, DMF will issue clarifications to all the tenderers which will become part of the Tender Document.
- p.** DMF will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of DMF before three working days prior to the last date of submission of the tender.
- q.** DMF also reserves the right to divide and distribute the work to more than one tenderer at its sole discretion.
- r.** The successful bidder shall execute an agreement on non-judicial stamp paper with DMF 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.

- s. **Defect Liability Period:** The Defects Liability Period shall be for a period of five year and shall commence from the date of completion. Any defect that may appear within the Defects Liability Period, shall be rectified by the Contractors without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the DMF , the Employer may get such rectification works carried out through any other firm and expenditure incurred by the DMF shall be recovered from any money due to the Contractor at the cost and risk of the contractor. Only, after all the defects pointed out during the Defects Liability Period have been rectified by the Contractor to the satisfaction of the DMF , thereafter, the Security Deposit/ RMD will be refunded to the contractor.
- t. As all the buildings are old, DMF may not be able to provide all DATA, Drawings & Documents related to the buildings. However relevant available information with us shall be shared with the contractor. All the necessary works related to the Job component like preparation of preliminary and as built drawings, liasoning with the local authorities, govt. bodies for any type of NOC, clearance etc.; shall be under the scope of the party.

2. FORM OF TENDER

To

The Collector & Chairperson,
DMF, Sundargarh.

Dear Sir/Madam

Annual Rate Contract for Supply, Installation and Commissioning of silent Diesel Generator Sets with 5 year warranty for Sundargarh District out of D.M.F Fund

1. I / We have examined the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you.
2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
4. I / We enclose herewith interest-free **Earnest Money Deposit (EMD) for Rs.30,000/- (Rupees Thirty Thousand Only)** by Demand Draft payable at Sundargarh in favour of "**CHIEF EXECUTIVE OFFICER , DISTRICT MINERAL FOUNDATION**" and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and/or in the event of our failure to execute the Contract when called upon to do so by accepting our Quotation.
5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with DMF as per the format given at **Annexure B**.
6. I/ We agree to pay all Government (Central and State) Taxes such as IT, GST etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same.
7. The rate quoted by me / us is exclusive of GST .
8. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the currency of the contract.

9. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....
.....

II).....
.....

Yours faithfully

Place

Signature

Date

Seal

3. PRE-QUALIFICATION CRITERIA

Minimum Eligibility Criteria for pre-qualification of tenderers is as follows:

The Bidding Firm/Company:-

1. Should have at least 05 years of experience in the field of SITC of DG sets.
2. Should have successfully completed in last 05 Year, in the field of SITC of DG sets for government buildings, Banks/FIs premises, reputed private organisations etc.
 - i. Three similar works whose value is not less than Rs.20.00 lakh each of the estimated cost **or**
 - ii. Two similar works whose individual value is not less than Rs. 30.00 Lakh each of the estimated cost **or**
 - iii. One similar work whose value is not less than Rs.50.00 Lakh of the estimated cost.
3. Work/Purchase orders and Completion certificates issued by the client should be enclosed and need to be produced before DMF, whenever called for verification purposes.
4. Should have annual turnover of at least Rs.1.00 Crore in last three years.
5. Should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 03 financial years.
6. Should have service centre in Sundargarh district. Detail address to be attached .

**With seal &
Signature .**

4.SCOPE OF WORK

“Supply, Installation, Testing and Commissioning of silent DG sets through out the Sundargarh district out of DMF Fund ”

The scope of above work shall include the following:

1. Designing of details of DG set foundation and its construction, placement of DG set with acoustic enclosure, Auto Start/Stop panel etc. along with all accessories/ components.
2. Supply and Delivery of DG set with Acoustic enclosure and Auto Start/stop panel and associated cabling, earthing, safety items including packing, handling, transporting, clearing, loading/unloading etc. at Sundargarh District.
3. Erection, testing & commissioning of DG set as per technical specifications, obtaining operating approval from Electrical inspectorate and handing over the DG set to DMF for use.
4. Providing all-inclusive service including all spares, etc. during warranty period of new DG set.
5. All engineering, equipment, labour, and permits required for satisfactorily completion of DG set installation work as per Specification.
6. Any other ancillary work, related to but not mentioned above, required for satisfactorily completion of the job.
7. Obtaining all statutory permissions/license from appropriate authorities.
8. Unless otherwise in the tender documents, the following work shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost, whether specifically indicated in the schedule of work or not:
9. Foundations for equipment including vibration isolation springs/pads.
10. Making good all damages caused to the structure during installation and restoring the same to their original finish.
11. 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.
12. All supports for exhaust and water pipes, chimney, bus trunking (if included in scope of contract), cables, anti-vibration pads etc. as are necessary.
13. 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.

General Conditions

1. 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 DMF.
2. Supply of manpower with tools and tackles etc., along with supervision to carry out the miscellaneous jobs as directed by the DMF.
3. 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.
4. If the job is delayed beyond the given schedule, DMF shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
5. The equipment's will carry five years on site comprehensive warranty. Warranty period Will start from the date of successful installation of all the items at site.
6. All Sundry equipment's/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's and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender document or not.

5. Instructions to the Contractors for furnishing Individual details in prescribed Performa

1. The contractors are required to submit their full bio-data giving details about their organization, experience, technical personnel in their organization, space capacity, competence and adequate evidence of their financial standing, etc. in the enclosed form (**Proforma-1, 2, 3 & 4**) which will be kept confidential.

Proforma-1 General Details about the contractor

Proforma-2 Construction capability and previous experience

Proforma-3 Technical personnel and special experience. Proforma-

4 Details of GSTIN of the contractor.

2. If the space in the Performa is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the Performa and serial number. Separate sheets shall be used for each part.
3. Any letter or document accompanying the Performa shall be submitted in duplicate.
4. Tenders containing false and/or inadequate information are liable for rejection.

5. While filling up the Performa with regard to the list of important projects completed or on hand, the applicants shall only include those works as mentioned in pre-qualification criteria.
6. Clarifications if any required may be obtained from the Competent Authority.
7. While deciding upon the selection of contractors for participating in the Price bid, emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items. Also, emphasis will be given to the applicants who have executed majority of the similar works.
8. Decision of the DMF in regard to selection of contractors for selecting them for price bidding will be final. The DMF is not bound to assign any reason therefor.
9. Each page of the tender document shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.

6. GENERAL INSTRUCTIONS TO THE CONTRACTORS

1. Quantities indicated in the BOQ are only tentative and shall be executed only at the sole discretion of DMF.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by DMF, if required.
3. Rates should include all Taxes, Duties, Octroi, Levies, Transportation charges, installation charges, Wages as per Act, GST and all other charges etc. and should be firm for the entire Contract period. No escalation of rates will be allowed for the entire contract period on any account. Rates for all items of work are deemed to include costs for all operations involved in adhering to the specifications (including the IEE Rules/Regulations of the local licensing Authority CEA of the Fire Insurance/Explosives Authorities, the I.S.S.) Unless there is a provision to the contrary in the schedule of quantities.
4. Materials used should conform to relevant BIS Codes. BIS and OPWD Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of DMF shall be final.
5. Income Tax (TDS) and other applicable taxes as per statutory provisions will be deducted from total payment due to the Contractors.
6. **Insurance**: The Consultant, is required to keep the works duly insured in the joint names of DMF and the Consultant (DMF's name being first) until the completion of defect liability period of the works. From commencement to completion of the works, the Consultant shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes

such as fire, lightening, explosion, earthquake, storm, hurricane, short circuits , floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. Explanation: For the purpose of this condition, the expression "from the commencement to completion of defect liability period of the works " shall mean the time commencing from the issue of the work order to the consultant and ending with successful completion of work. The following insurance policies are required to be taken by the consultant;

7. **Contactoer all risk policy**: Without limiting the obligations and responsibilities under this condition, the Consultant shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Consultant shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Consultant. The said insurance shall also provide for the removal of debris of the lost or damaged works.
8. **Workmen Compensation Policy** : The Consultant shall at all times indemnify the DMF against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, DMF State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or around the work whether in the Employment of the DMF, or Consultant or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
9. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
10. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Construction / Maintenance Contract and DMF will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.
11. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, EPF and NP Act,1952 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. DMF shall not be held responsible for any penalty or failure of any Labour Regulations. DMF shall have the power to inspect the Wage Register, PF Register and for physical verification of salary paid to the staff and PF deduction with reference to any records of the Contractor and to insist the Contractor to comply with Laws.

12. In case of any discrepancy in deduction of PF by the contractor, DMF is compelled to deduct the amount and pay to PF authorities towards contract employees' a/c on behalf of the Contractor.
13. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
14. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
15. The Contractor or his authorized representative should visit the site frequently as required by DMF and meet them with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
16. The Contractor shall be fully responsible and shall compensate DMF with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of DMF in this regard shall be final and binding.
17. The Contractor shall indemnify the DMF against any losses as per format given at **Annexure C**.
18. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to DMF in kind or cash will be viewed seriously and DMF will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
19. In case of any default or failure on Contractor's part to comply with all/any one of the Terms / Conditions, DMF reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
20. If any dispute arises on any matter concerning this Contract, the decision of DMF shall be final and binding.
21. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
22. The work should be carried out with least inconvenience to the residents. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by DMF in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.

23. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of DMF. The Contractor shall assist DMF fully in respect of any liaison with WESCO/ Municipal or any other authority for necessary approval/permission with regard to the construction / maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to DMF.
24. The Contract can be terminated by DMF on 15 days' notice if services are found to be unsatisfactory and if there is no improvement even after issue of three notices to the contractor.
25. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of DMF. DMF will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to DMF. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
26. The Contractor shall provide everything necessary for the proper execution of the works. DMF will not supply any T & P materials or any other equipment, materials, labour, etc. and no payment in this respect will be made by DMF. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, T&P etc. at his cost during the execution of any work and remove them as soon as the work is completed.
27. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of DMF.
28. The tenderer shall Warranty for the DG set, shall be for 5 years from the date of completion of work. Any defect which may appear within Period of five year after the completion of work should be rectified by the Contractor at his cost and only thereafter the Security Deposit/ EMD will be refunded to the Contractor.
29. **RETENTION MONEY DEPOSIT (RMD)/ SECURITY DEPOSIT (SD)**: Ten percent (10 %) of the gross value of the work done and claimed in the Bills shall be deducted towards Retention Money Deposit. This amount shall not bear any interest. The EMD already with DMF shall be refunded within 3 months after settling the Final Bill. The Security Deposit will not bear any interest and will be refunded as provided for under Clause-33 (iii) in equally five instalment in every year from the date of Completion of works, provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of DMF. It will be released annually in 5 equal instalments .

30. Any defects or shortcomings found during execution of work and during the five year period from the completion of the entire work shall be attended/rectified by the tenderer immediately without any extra cost to the DMF. In case of failure to do so within 10 days from such notice from the Bank, the DMF may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Contractor at the cost and risk of the contractor.
31. **CERTIFICATE OF COMPLETION OF WORKS:** The Contractor shall report in writing to the DMF in the form of a Certificate as per the format given at **Annexure A**, as and when the works are completed in all respects. The DMF shall, after due verification of the works, issue to the Contractor a certificate to be called "**Completion Certificate**". The defects liability period shall commence only from the date of completion of the work i.e. actual possession of the work.
32. **PAYMENT OF CONTRACTOR'S BILL:**
- i. The Contractor shall be entitled under the Interim Certificates, payment against the checked bills for the work done not prior to 20 days from the date of issue of the work order subject to the actual work being executed in accordance with the contract, and reasonable scrutiny by DMF.
 - ii. Interim Bills submitted by the Contractor will be paid by DMF after all the statutory deductions viz. RMD @ 10%, TDS and other statutory deductions etc., as applicable.
 - iii. Retention Money Deposit at the rate of 10% (Ten percent) of the value of the work executed shall be deducted from running interim bills shall constitute the Security Deposit. The Security Deposit shall be released annually i.e. 2 % value of the work in every year from the date of Completion certificate, provided the defects are made good according to the true intent and meaning thereof after due completion of work.
33. **COMPLETION PERIOD:** The work should be completed within **01 months** starting from 01 week from the date of issue of work order or the date on which contractor takes the possession of site, whichever is earlier.
34. **DELAY AND EXTENSION OF TIME:** If, in the opinion of the DMF the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the DMF and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of DMF's instructions, or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having in due time necessary instructions from the DMF for which he shall have specifically applied in writing, ahead of time, giving the DMF reasonable time to prepare such instructions, the DMF shall make a fair and reasonable extension of time for completion of the Contracted works. In

case of such strike or lockout, the Contractor shall, as soon as may be, given written notice thereof to the

DMF, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the DMF to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

- c. Force Majeure
- d. Exceptionally inclement weather
- e. Loss or damage by fire and earthquake
- f. Civil commotion, lockout, strike etc.
- g. DMF's Instructions, as the case may be
- h. Delay on the part of the nominated Sub-Contractor or nominated supplier
- i. Delay on the part of the other Contractor employed by the DMF

- 35. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works. Power should be used only for welding, cutting, drilling purposes and no major fabrication work shall be done at site.
- 36. Electric power and water supply shall be provided to the contractor by DMF at single point in at both the sites, free of charge. Contractor shall not use power/water for other purpose than that it is intended for.
- 37. Additional Terms and Conditions as per enclosure.

I/we accept all the above Terms and Conditions in all respects without any reservation.

7. TERMS AND CONDITIONS

1. The Tender is strictly on Item Rate basis.
2. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as may be necessary from DMF before quoting the rates.
3. Rates should include for removal of debris out of premises to the safe Municipal limits, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the DMF, the bill will not be accepted.
4. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, Octroi, GST etc. as applicable, overheads and profit etc. No separate charges for carriage or labour would be made. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the bidder.
5. The Firm should undertake to arrange genuine spares of Diesel engine, alternator and AMF panel as and when require within one working days
6. No escalation shall be allowed on the rates of this contract.
7. The BIS / CPWD specifications shall be followed as applicable and in the absence of the same the decision of DMF shall be final. The work has to be carried out only by Electrical contractors who are authorized by the Odisha Electrical Inspectorate, and possessing valid license.
8. The contractor shall at the instructions of the DMF within such time as notified, open up for inspection any work and should the contractor refuse or neglect to comply with such instructions, the DMF may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Contractor from any money due or which may become due to the contractor.
9. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates
10. The Contractor shall make necessary arrangement for watch and ward.
11. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained.

12. No bidder will be allowed to withdraw his Tender during the validity period.
13. Rates should be filled in the Bidders Schedule of Quantity in the Price –Bid neatly and no correction shall be made. Corrections, if any should be duly authenticated by the signing authority. The rates quoted should be written legibly in words .
14. No advance shall be paid towards mobilization and cost of materials.
15. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect DMF's staff, his employees and property against accidents from any cause and he shall indemnify DMF against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
16. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
17. The work is to be undertaken only during working days and during the office timings. The work cannot be undertaken on Saturday, Sunday and any declared holidays except with the written approval of the DMF.
18. The contractor has to make his own arrangement of stay for his employees.
19. 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.
20. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.
21. The Contractor should have necessary Contract License and comply with the Labour Laws as applicable.
22. Notwithstanding anything stated above, DMF reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of DMF.
23. The decision of DMF in awarding the work shall be final and cannot be subjected to arbitration.

24. DMF reserves the right to accept / negotiate / reject any Quotation either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, DMF shall be under no obligation to accept the lowest or any other Quotations received in response to this Quotation. The decision of DMF in this regard shall be final and indisputable.
25. DMF also reserves the right of supersession of any of the conditions stipulated in the Quotation Document.
26. The contractor shall require shifting some of the furniture, electrical items, etc., to some other places within the office premises during the time of work and may also be required to place them in the appropriate place after completing the work. No extra payment will be made for those works.
27. There will be other works being carried out by various contractors in the said office premises. Hence Care should be taken not to damage any other works and also to coordinate with the other work contractors.
28. Testing of Materials: The contractors are required to submit samples of various materials, items, fittings, etc for the approval of the DMF. The materials of brand names, if any, given in the contract shall only be selected.
29. Bill: The bill has to be submitted by the contractors as early as possible after the completion of the work along with completion of recording .
30. Co-ordination and Monitoring: The contractor's site supervisor/ engineer will be coordinating and monitoring the project and report the progress to DMF on weekly basis.
31. **Idle Labour Clause:**
 - I. In case the proposed work is held up for any site conditions not attributable to the contractor or for any decisions/ instructions/ want of details from DMF or for any of the untoward situation, the contractor shall be allowed reasonable extension of time by the DMF but any additional/ extra claim for payment to idle labour/ tools/ establishment/ plant etc, during this period shall not be the liability of the DMF. The quoted rates should include for all such contingencies.
 - II. Whatever the reasons be, no claim for idle labour, additional establishment, cost of labour charges of tools and plants would be entertained under any circumstances.
32. Settlement of Disputes and Arbitration: All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators”:-

- a. Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b. Member of Council of Arbitrators
- c. Fellow of the Institution of Engineers
- d. Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e. Fellow of Indian Institute of Consultants.

The consultant shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employers should make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the consultant the panel of three names as aforesaid within the period specified, the consultant shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the consultant shall be entitled to appoint one of the persons from panel as the Sole Arbitrator and communicate his name to the Employer.

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 as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the consultant shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

8. 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 are mentioned along with these specifications and all relevant codes with divisions published on date shall be applicable.

1. GENERAL

1.1 The entire electrical installation work shall be carried out in accordance with approved Drawings and in general conformity with the requirements of the the Indian Electricity rules, 2003, the relevant I.S. codes of practice, 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.

1.2 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.

2. 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.

3. 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 tender document), countersigned by the licensed and qualified supervisor under whose direct supervision the installation will be taken over by the DMF, 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.

4. WORKMANSHIP:

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

5. MATERIALS AND MAKES:

The electrical fixtures shall be of the best quality obtainable in the makes/manufacture specified in the make list, samples being approved by DMF.

6. Technical specifications for Electrical and Control panels

The fabricated panels used for this project shall be generally wall mounted, 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 tapping's 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 tender 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.

TECHNICAL SPECIFICATION FOR DG SET

Applicable standards

1. ISO-8528- Part-1 to 10, applicable for generating sets
2. IS- 1000- Part-1 to 13, 1980 applicable naturally aspired engines
3. BS-5514-Part-5-1979, IS-13018 & BS-649 Reciprocating internal combustion engines, Performance, torsional vibrations
4. ISO-3046-Part-5-2001, Part-1-2002, Part-3-1989, Part-4-1997, Part-6-1990, IS 60034
5. 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
6. IS-8183, ISO-3744-1988 (E), ISO-8528- Part-10-1998 (E), ISO-9614-1993- Part-1, 2 applicable for acoustic enclosure
7. IS-2147-1962 and IS-4722 applicable for control panels.
8. IS-1460: Automative Diesel Fuel.
9. IS/IEC 60034-1: Rotating electrical machines.
10. ISO 9001
11. 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 80.1 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.

1. Dynamically balanced flywheel.
2. Necessary flexible coupling and guard for alternator and engine.
3. Air cleaner (dry/oil bath type) as per manufacturer standard.
4. Governor of class G2 and shall be self-contained unit capable of monitoring speed.

5. Daily fuel service tank with minimum capacity of 120 Litres, fabricated from MS sheet 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.
6. Dry exhaust manifold with suitable exhaust residential grade silencer to reduce noise level.
7. Suitable self-starter for 12 V/24 V DC.
8. Battery charging alternator unit and voltage regulator, suitable for starting batteries, battery racks, interconnecting leads and terminals.
9. Battery charger.
10. Necessary gear driven oil pump for lubricating oil, priming of engine bearing as well as fuel systems as per manufacturer's recommendations.
11. Naturally aspirated/ turbo charger (as per manufacturer standard).
12. Lubrication oil cooler.
13. Lubrication oil filters with replaceable elements.
14. Crank case heater as per standards.
15. Fuel injection system to minimize the fuel consumption.
16. Fuel control solenoid.
17. Fuel pump with engine speed adjustment.
18. Electronic engine management control panel: fitted and having digital display for following:
 - a) Start/stop key switch
 - b) Lube oil pressure indication
 - c) Water temperature indication
 - d) RPM indication
 - f) Engine hours' indication
 - g) Battery charging indication
 - h) Low Lube oil trip indication
 - i) High water temperature indication
 - j) Over speed indication
19. Fuel consumption: 180-200gram/bhp at 75% load.

20. 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.

21. Radiator

22. 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 tender shall be under the following climatic conditions and in conformity with CPCB approved type tests. a) Outside maximum temperature: 43-degree C

b) Height above MSL: 560 Mt

c) RH: 70%

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 :

1. 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 meter cube and aluminium 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 shall be 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 DMF.

2. The exhaust system should create minimum back pressure.

3. No of bends should be kept minimum and smooth bends should be used to minimize the back pressure.

4. Exhaust piping inside the acoustic enclosure shall be lagged with asbestos rope along with aluminium sheet cladding to avoid heat input to the room

5. Exhaust flexible shall have its free length when it is installed.

6. Class B MS pipes and long bends to be used.

7. The exhaust outlets shall be in the direction of the prevailing winds and should not allow exhaust gases to enter air inlet/ windows etc

8. When tail end is horizontal, 45 degrees 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 :

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

Fuel tank:

Fuel tank 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	415V
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 hours of continuous use
Frequency variation	+/-1% (As defined by engine governor)
Excitation	Self excited
Type of AVR	Electronic (soft)
Type of bearing and lubrication	
Arrangement:	Anti friction bearing with grease lubrication

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 86%
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 Aluminium/ copper armored XLPE cables (12 terminals).

Earth terminals

2nos of earth terminals on opposite sides with vibration proof connections, nonferrous 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.

Auto Mains Failure (AMF) Panel

1. Engine Control panel will be provided inside the acoustic enclosure.
2. AMF Panel will be fabricated out of 1.6mm CRCA sheet totally enclosed, dust, damp and vermin proof with IP 42 .

The same shall be equipped with following.

- i. 1 no MCCB of suitable rating with built in thermal over load and magnetic short circuit releases, front operating handle with door interlock and shunt trip coil suitable for 230V AC.
- ii. 1 no Electronic KWH meter
- iii. 1 No electronic PF meter
- iv. 1 No electronic frequency meter
- v. 1 No electronic earth fault relay
- vi. 1 No MCB of suitable rating for potential circuit
- vii. 1 No. Resin Cast CTs of ratio required ratio and class-1, 10 Va for metering
- viii. 1 No. LED type indication lamps for RYB indications

- ix. Push button for manual start and stop
- x. Air break contactor of adequate rating
- xi. 1 No. battery charger with all instruments and protection to charge the starting battery from external source.
- xii. The microprocessor (PLC) based engine management system module to read all the engine conditions like oil pressure, water temperature, RPM, Hour run, will be fixed in this panel with required internal cabling from engine. Any abnormal condition should trigger and followed by tripping of the engine. This also will have AMF logic to sense Mains supply and give command to start and stop the engine with time delay and auto manual switch.

Starting battery

80-100 Amh battery shall be as required at 24/12V DC. 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 weight 2.5 times of the operating weight of DG set and of approximate depth of 200 mm below ground surface and height of 150mm above ground surface is required so as to provide levelled surface for placement of the acoustic enclosure. The length and breadth of the platform shall be at least 250mm more than the size of the enclosure. Genset shall be mounted on AVMS inside the enclosure. The platform levels to be checked diagonally as well as across the length for even flatness. The platform shall be within +/-0.5 degree (angle) of any horizontal plane. The contractor shall submit the drawings for our approval before proceeding with the work

Acoustic enclosure (Sound Proof Canopy):

1. The acoustic enclosure shall be designed and manufactured conforming 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.
2. 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 conform to details as under.
3. 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.
4. 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.

5. All sheet metal parts should be processed through 7-tank process. The enclosure should be powder coated Green colour. 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.

6. 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.

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.

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 DMF. 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 DMF.

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 120 Hrs or 15 days whichever is earlier. 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 tenderer. However the diesel and lube oil required will be supplied by DMF. 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 DMF subject to guarantee clause of the contract. This date of taking over the DG set, after trouble free operation during the trial 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 MSEB etc., wherever required. However the application shall be made by the DMF in consultation with contractor and necessary fee shall be paid by DMF.

Warranty :

All equipment shall be warranty against unsatisfactory performance and/ or break down due to defective design, workmanship or material for a period of five year from the date of taking over the installation by DMF. 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 DMF at the risk and cost of the contractor. The decision of DMF in this respect will be final. The complete DG set include battery & overall workmanship against any manufacturing/design/supply/installation defects for a minimum period of 5 yrs from the date of commissioning .

9. MAKE OF MATERIALS

Sr No	Description	Make-1	Make-2	Make-3	Make-4
1	MCB	Legrand	L&T	Schneider	ABB
2	MCB DB	Legrand	L&T	Schneider	ABB
3	MCCB	L&T	Crompton	Siemens	Legrand
4	LED indication lamps	Technique	Schneider	Siemens	L&T
5	Electrical and control Panel/ AMF	Reputed make approved			
6	Resin cast CTs	Kappa	A.E.	L&T	
7	Power cables	Polycab	CCI	GEMSCAB	Havells
8	PVC Insulated copper wire	Finolex	Grandlay	Polycab	
9	Contactor	Legrand	L&T	Crompton	Siemens
10	DG set	Cummins	Kirloskar	Kohler	Mahindra
11	Engine	Cummins	Kirloskar	Kohler	Mahindra
12	Alternator	Jyoti	Stamford	Crompton	Mahindra
13	Cable Glands	Comet	Braco		
14	Cable lugs	Dowell			
15	Meters	Rishab	Trinity	Schenider	AVE

NOTE: Makes mentioned above are only tentative and prior approval of all equipment/items shall be taken from DMF before supply at site. Contractor may supply equipment of any other make not mentioned above with the prior approval of DMF.

10. SAFETY CODE

1. The contractor shall follow the safety codes as per IS-5216-1982 while carrying out the electrical work.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
3. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. 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.
6. The excavated material shall not be placed within 1.5 meters 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 meter.
7. 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.
8. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
9. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
10. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
11. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

12. 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.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. 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

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

11. ANNEXURE A
COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract. Thus we ensure that there will not be any defect in the functioning of DG.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor

Place:

Name :

Date:

Address :

Seal :

Signature of the Client

Seal :

12. ANNEXURE B

ARTICLES OF AGREEMENT

(On Rs. 200/- Stamp Paper)

ARTICLES OF AGREEMENT made on theof.....2019 between the DMF which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and M/s (Herein after called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

The Contractor has agreed to execute the said works i.e. "Annual Rate Contract for Supply, Installation and Commissioning of silent Diesel Generator Sets with 5 year warranty for Sundargarh District out of D.M.F Fund "subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, General Conditions of Contract, Special Conditions, Technical Specifications, the said drawings, the Schedule of Quantities and Bidders Schedule of Quantities, all of which are hereinafter collectively referred to as '**the said conditions**', strictly in accordance with the said drawings annexed hereto and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Bidders Schedule of Quantities annexed hereto, amounting to the sum as hereunder arrived at or such other sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the said Contract Amount to be paid by the DMF to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Drawings and described in the said Specifications and Schedule of Quantities.
2. The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.
3. Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.

4. The DMF reserves to itself the right of altering the drawing, nature of the work by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

5. The Contractor should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure to carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.

6. If the Contractor has any doubt about the quality of any materials or any difficulty in supervision of the day to day work, it shall be the duty of the Contractor to report the matter in writing forthwith to the DMF and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractor will abide by the direction of the DMF.

7. The Contractor covenants and warrants that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.

8. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work within **01 months starting after one week from date of issue of work order or the date on which contractor takes the possession of site, whichever is earlier**, nevertheless to the provisions of extension of time as contained in the said conditions.

9. All payments by the DMF under this contract will be made by e-payment only.

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

11. This agreement shall be signed in duplicate; the original document shall be kept in the custody of the DMF and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

IN WITNESS WHEREOF the DMF has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of 2019.

Signed and sealed by the said DMF in the presence of

.....

.....

Witness No. 1

Witness No. 2

Signed and Sealed by the said

.....

.....

Contractor in the presence of

Witness No. 1

Witness No. 2

13. ANNEXURE C

INDEMNITY BOND

(On Rs. 100/- Stamp Paper)

KNOW all men by these presents that I, Shri..... of
M/sdo hereby execute
Indemnity Bond in favour of District Mineral Foundation (DMF), Sundargarh and M/s
..... on this day of2018.

Whereas DMF have appointed M/s.....as the Contractor for their work
relating to **“Supply, Installation, Testing and Commissioning of Diesel Generator (DG) Sets
for DMF, Sundargarh** one each at following two premises:

1. Collector Office & ADM office, New Conference Hall, Sundargarh.
2. Collector Res Office Chamber & Res Collector, Sundargarh.

THIS DEED WITNESSETH AS FOLLOWS: -

I/We M/shereby do Indemnify, and same harmless DMF
against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set
his/their hands on thisday of 2018.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1)

(2)

14. ANNEXURE D

OEM AUTHORISATION LETTER

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

To,

DMF, Sundargarh

Dear Sir,

Subject : Direct Manufacturers Authorization

Ref : Tender No: _____ dated-----

Name of Work: Supply, Installation, Testing and Commissioning of DG at sundargarh

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 full guarantee / warranty of three years 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.

15. PROFORMA-1

a) General details about the Contractor

S. No.	Description	Information to be filled up by the Contractors
1	Name of the Contractor /Organisation and address of the Registered Office	
2	Year of establishment	
3	Type of the Organisation (whether Sole Proprietorship, Partnership, Private Limited or Co-operative body, etc.)	
4	Name of the Proprietor/Partner/Directors of the Organisation/Firm:	
	(a)	
	(b)	
	(c)	
	(d)	
5	Details of Registration - Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number	
6	Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
7	Experience in the Relevant field	

8	Areas of business activities other than this work	
9	Address of business activities other than this work, if any and place of business	
10	Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-charge	
11	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said construction work with names of Bankers and their full addresses (Income-tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached)	
12	Yearly turn-over of the Organisation during last three years (Rs.)	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details. in the table given below:	

Note: Income -tax clearance certificate and Audited Balance Sheet and Profit and Loss Account for past three years should be attached separately.

16. PROFORMA-2

Electrical works and previous experiences

- a) List of important Projects executed by the contractor (only those projects that meets the requirements of Pre-Qualification criteria mentioned in Chapter 3 of this tender) and above **(Electrical works of office complex/ residential complex/industrial)**

Sr.No.	Name & Location of work	Cost of work	Name of owner	Full address	Name of the contact person from owner's side for who me work was executed	Contact no. of the contact person of the owner (Mandatory)	Email id of the contact person (Mandatory)	Completion period		Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any other relevant information
								Stipulated	Actual		
1	2	3	4	5	6	7	8	9	10	11	12

NOTE: Contractor shall submit the completion certificates of all the above mentioned work issued by the respective clients and shall produce before DMF whenever called for.

SEAL AND SIGNATURE OF THE BIDDER

- b) List of important projects ON HAND costing Rs. 7.50 lakh and above.
(Electrical works to office complex/ residential complex/ industrial)

Sr.No.	Name of work	Location of work	Name of owner	Full address	Name of the contact person from owner's side for whom work was executed	Phone no. of the contact person (Mandatory)	Email id of the contact person (Mandatory)	Completion period		Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any other relevant information
								Stipulated	Actual		
1	2	3	4	5	6	7	8	9	10	11	12

18. Bank Account Details for ECS Payments Details to be furnished by the Tenderers/contractors/Service Provider/Firm

1. Name of Contractor/Firm/Co./ Service Provider with Address :
2. Name of the Bank of the Contractor/ Service Provider :
3. Bank Branch and Address :
4. Title of Account where payment is : Required, Exact wording of the account
5. Account No. :
6. Type of Account : Savings/Current/Overdraft/Cash
Credit/Advances/NRE Savings etc.
7. MICR No. of the Bank branch :
(along with a cancelled copy of the cheque)

8. IFSC / RTGS / NEFT No. :

Note: Enclose a copy of PAN & Cancelled Cheque

Place:
Date:

Yours faithfully

Name and Address of the
Tenderer/Contractor/Firm/Co. /Service
Provider (Signature of the
Tenderer/Contractor/Firm/
Co. /Service Provider) Address and Seal

19. Makes offered by the tenderer

Sr No	Description	Make offered
1	MCB	
2	MCB DB	
3	MCCB	
4	LED indication lamps	
5	Electrical and control panel	
6	Resin cast CTs	
7	Power cables	
8	Insulated copper wire	
9	Contactor	
10	DG set	
	Engine	
	Alternator	
11	Cable Glands	
12	Cable lugs	
13	Meters	

20. CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with this tender document**.

Please tick (✓) the box and ensure compliance:

1. EMD of requisite amount is submitted in the form of DD as mentioned in NIT in separately sealed envelope marked "Earnest money deposit"

EMD value: Rs. _____ is submitted in the form of DD

DDNo. _____ Dated _____ Drawn on _____ (Name of Bank)

2. Validity of offer is up to 90 days from the date of opening of Price Bid.

Yes

3. Power of Attorney in favour of person who has signed the offer, in stamp paper of appropriate value. For Proprietary Organisation, declaration for proprietorship submitted

Submitted

Proprietorship

4. Partnership Deed is case of Partnership firm and Articles of Association in case of limited company.

Submitted

Not applicable

5. Original Bidding Document along with blank (un-priced) copy of price Bid/ Schedule of Rates and addendum, if any. Price is not filled up in this document.

Submitted

6. All pages/documents are stamped and signed by the authorised signatory of the bidder.

Yes

7. Price Part in original, duly filled in, signed and sealed in each page, submitted in separately sealed envelope.

Submitted

8. Duly filled in Details of Specific Experience as per the format attached in the Bidding

Document along with Documentary evidences comprising Work order and Completion certificate in support of meeting Experience criteria as per the NIT.

Submitted

9. Completion certificate submitted:

Submitted

10. Financial statement along with the Annual Audited balance sheets and P&L Accounts for the last three years.

Submitted

12. PAN NO. With documentary proof.

Submitted

13. GST Number (GSTIN) Registration number

Submitted

NOTE: Documents, which are required to be submitted for the subject job, which are specifically mentioned in the Bidding Document.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PART-2 (PRICE BID)

Annual Rate Contract for Supply, Installation and Commissioning of silent Diesel Generator Sets with 5 year warranty for Sundargarh District out of D.M.F Fund

Item	Power supply	Sl. No.	DG Capacity (KVA)	Amount in Rs. (Unit cost)
1-Supply of DG & accesories 2-Installation (including earthing , Canopy over DG shed ,up to 70 sq. mm I power cable upto 50 mt length , changeover switch , AMF (Automatic Mains Failure) panel, acoustic enclosure, foundations and all other accessories) 3-Testing and commissioning of silent DG including 5 year warranty as per technical specifications, given elsewhere in the tender document .	Single phase and 3 phase	1	5 KVA	
		2	10 KVA	
		3	15 KVA	
		4	25 KVA	
		5	35 KVA	
		6	45 KVA	
		7	62.50 KVA	
		8	82.50 KVA	
		9	125 KVA	
		10	160 KVA	

Note:

- 1-Above rates shall exclusive of GST, all applicable taxes, fees, duties, levies, transportation charges, insurance charges, installation charges, material charges, labour charges and all other charges required for the successful completion of work.
- 2- Price Bid shall not contain any condition whatsoever and any conditional bids shall be rejected.
- 3- Unit cost of the DG shall be valid for one year from the date of agreement .
- 4- Selection on the basis of lowest Quoted Rate (L 1)

SIGNATURE OF BIDDER

NAME OF BIDDER :

COMPANY SEAL :