



भारतीय रिज़र्व बैंक  
Reserve Bank of India

**Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai - NIT**

Estate Office, Mumbai Regional Office, Reserve Bank of India invites open e-tenders for the captioned work from the eligible contractors. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai Regional Office/Estate/61/24-25/ET/287
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> )
c. Estimated cost of the work	Rs.13 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	<b>August 06, 2024 from 06:00 PM onwards</b>
e. Last date of submission of PQ documents	<b>August 27, 2024 till 5.00 PM</b>
f. Pre-Bid meeting	<b>Offline 11.00 AM on September 10, 2024</b> at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
g. Earnest Money Deposit	i) ₹26,000/- (Rupees Twenty Six Thousand Only) by NEFT/ DD or in the form of BG on or before 2:00 PM on September 23, 2024. The DD shall be submitted in sealed cover addressed by name to The Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Fort, Mumbai-400001 within the prescribed time. ii) NEFT Details: A/c No – 04861436206 IFSC CODE – RBIS0MBPA04

h. Last date of submission of EMD	On or before 2.00 PM on September 23, 2024
i. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a>	<b>August 06, 2024 from 06:00 PM onwards</b>
j. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	<b>September 23, 2024 till 2:00 PM</b>
k. Date and time of opening of Part-I (Techno-commercial bid)  Part-II Price Bid: Date of opening Part II i.e. price bid shall be informed separately	<b>September 23, 2024 at 2:30 PM</b>
l. Transaction Fee	Rs.1,000.00/- plus GST @ 18%  To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA  
[www.rbi.org.in](http://www.rbi.org.in)



**E-Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online Tenders will be available to view / download for all firms from **6:00 PM on August 06, 2024.**

2. The e-tender is to be submitted through the website [www.mstcecommerce.com](http://www.mstcecommerce.com). The work is estimated to cost **₹13 Lakh** (Rupees Thirteen Lakh Only).
3. Only those contractors who have **minimum 5 years' experience** in the field of undertaking similar works and have executed successfully similar works on or after March 31, 2019 individually costing as under:
  - (a) Three works each costing not less than 40% of ₹13 Lakh
  - OR**
  - (b) Two works each costing not less than 50% of ₹13 Lakh
  - OR**
  - (c) One work costing not less than 80% of ₹13 Lakh during last 5 years (**till May 2024**)
  - AND**
  - (d) Have a minimum yearly turnover of ₹13 Lakh during the last 3 financial years
  - AND**
  - (e) Should furnish Banker certificate issued by the Applicant's banker

specifically for the work, for an amount of ₹13 Lakh.

**AND**

(f) Have a service set up in Mumbai/ Navi Mumbai/ Thane or its suburban for rendering after sales service.

4. The following Pre-Qualification papers super scribed as “Pre-Qualification documents for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank`s Residential colony at Suvarnarekha, TMC, Parel, Mumbai, addressed to The Regional Director, Reserve Bank of India and shall be submitted to AGM (Admin) Estate Cell, Fort Office Mumbai latest by **August 27, 2024 till 05:00 PM** for Bank's examination. Alternatively, the scanned copy of all the PQ documents may be forwarded to mail id: [estatemumbai@rbi.org.in](mailto:estatemumbai@rbi.org.in), [devendranetam@rbi.org.in](mailto:devendranetam@rbi.org.in), [shaileshmeena@rbi.org.in](mailto:shaileshmeena@rbi.org.in) and [vishnun@rbi.org.in](mailto:vishnun@rbi.org.in) latest by **August 27, 2024 till 05:00 PM**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or **August 27, 2024 by 05:00 PM**.

5. The following information along with relevant documents shall be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

A)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association/ power of Attorney/any other relevant document.
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B)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. <b>(TDS certificate in case of client being private entity)</b> . The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any office should also be submitted.
C)	Creditworthiness of the contractor & their Turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years. <b>(as per format mentioned in the tender)</b>
D)	Service Set-up	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at the desired place should be enclosed. (if required) <b>(as per format mentioned in the tender)</b>
E)	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank in case it is so needed) should be furnished.
F)	Details of bank Account	Full particulars of their bank accounts, like account no., type, when opened, etc. should be given.

G)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished. <b>(as per format mentioned in the tender)</b>
H)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

6. Only tenderers who qualify as above will be eligible to participate in the tender and pre-bid meeting for the work. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **11.00 AM on September 10, 2024** at office to discuss/clarify anything about the tender. A separate communication will be sent to the eligible participants for this meeting. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹26,000/- (Rupees Twenty-Six Thousand only)** by NEFT/ Demand Draft/ Bank Guarantee in favour of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on submission of Performance Bank Guarantee. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **September 23, 2024 till 2:00 PM.**
9. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within **September 23, 2024 till 2:00 PM.** While e-

tender Part I will preferably be opened on the **same day at 2:30 PM**. Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.

10. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender**.

11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.

### **SCHEDULE OF TENDER (SOT)**

a. e-tender no.	RBI/Mumbai Regional Office/Estate/61/24-25/ET/287
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> )
c. Estimated cost of the work	Rs.13 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	<b>August 06, 2024 from 06:00 PM onwards</b>
e. Last date of submission of PQ documents	<b>August 27, 2024 till 5.00 PM</b>
f. Pre-Bid meeting	<b>Offline 11.00 AM on September 10, 2024 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001</b>
g. Earnest Money Deposit	i) ₹26,000/- (Rupees Twenty Six Thousand Only) by NEFT/ DD or in the form of BG on or before 2:00 PM on September 23, 2024. The DD shall be submitted in sealed cover addressed by name to The Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Fort, Mumbai-400001 within the prescribed time. ii) NEFT Details: A/c No – 04861436206

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l. Transaction Fee	Rs.1,000.00/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



**RESERVE BANK OF INDIA**  
**Estate Office**  
**Mumbai**

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

**Tender Part-I**

**Name of Tenderer:**

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**Address:**

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Date of Pre-Bid Meeting: September 10, 2024 at 11:30AM

Due date and time for Submission of tender: September 23, 2024 till 2:00PM

Date of opening of Part- I of tender : September 23, 2024 at 2:30PM

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## **Disclaimer**

Reserve Bank of India, Estate Office, MRO, Mumbai (the Bank) has prepared this tender document. The information is provided to prospective Tenderers to enable them to bid for **Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

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**Place**

**Date**

## **Section-I**

### **Notice Inviting Tender**

Reserve Bank of India invites online e-tenders for **Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**. The e-tender is to be submitted through the website [www.mstcecommerce.com](http://www.mstcecommerce.com). The captioned work is estimated to cost **₹ 13.00 Lakhs (Rupees Thirteen lakhs Only)** and the contract duration shall be one year.

2. Online Tenders will be available to view/download for all firms from **August 06, 2024 From 06:00PM** but only those contractors who have minimum 5 years' experience in the field of undertaking similar works of "**Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) / Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**" shall be eligible for participation in the tender.

3. The contractor should have also executed successfully similar works on or after March 31, 2019 individually costing as under:

(a) Three works each costing not less than 40% of ₹13 Lakh

**OR**

(b) Two works each costing not less than 50% of ₹13 Lakh

**OR**

(c) One work costing not less than 80% of ₹13 Lakh

**AND**

(d) Have a minimum yearly turnover of 100% of the ₹13 Lakh during the last 3 financial years

**AND**

(e) Have a service set up in Mumbai/Thane/ Navi Mumbai or its suburban, for rendering after sales service.

**AND**

(f) Should the latest furnish solvency certificate issued by applicant's Banker for the estimated cost of work. Only tenderers who qualify as above will be eligible to participate in the tender for the work.

4. The contractors shall also be required to furnish, at the time of submitting Pre-Qualification papers (on MSTC portal along with tender Part-I) the following information in writing along with documents to satisfy the Bank about their eligibility for participating in the tendering process:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.

(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(h)	Details of registration and copies of registration certificate/ documents for	PAN GST Office of Labour Commissioner, if applicable ESIC, if applicable Provident Fund, if applicable

5. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to refuse their participation/reject their tender.

6. Tender forms will be available for download on RBI website and MSTC Website <http://www.mstcecommerce.com> from **06:00PM**. A pre-bid meeting of the prospective bidders will be held on **September 10, 2024 at 11:00 AM** at the Estate Office, Fort, Mumbai.

7. All the Pre-Qualification papers has to be uploaded on MSTC portal along with tender Part-I latest by **September 23, 2024 till 2:00 PM**.

8. An EMD of ₹26,000/- (Rupees Twenty Six Thousand only) shall be submitted by the eligible tenderer on or before **September 23, 2024 by 2:00 PM** in the form and manner as prescribed in the Part-I of the tender.

9. Tender in prescribed form shall be submitted in two parts in online mode. Part-I tender will contain the Pre-qualification papers along with an online undertaking towards acceptance of Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter (scanned copy to be uploaded) and Part-2 (Price bid) to be filled online.

10. Part I of the tenders will be opened on **September 23, 2024 at 2:30 PM** in the online mode. Part II of the online tender will be opened on subsequent date, with due intimation to the eligible tenderers.

11. The applicants /tenders have to upload on MSTC portal the following certificates:

- a) Client's certificate as per format mentioned in the tender.
- b) Banker's certificate as per format mentioned in the tender.

The certificates should be addressed to Regional Director, Reserve Bank of India, Estate Office, 2<sup>nd</sup> Floor, Main Office Building, RBI, Mumbai- 400 001 and shall be submitted on or before Aug 26, 2024 till 05:00 PM on MSTC portal. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates are liable for rejection. The Bank shall have the right to independently verify these certificates.

The required documents evidencing compliance of all the above criteria at S.No 2, 3, 4 and 11 (Pre-Qualification Papers) shall be uploaded on MSTC portal along with tender part-I latest by Aug 26, 2024 by 05:00 PM.

The Bank shall evaluate the said reports before evaluation of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason thereof.

## SCHEDULE OF TENDER (SOT)

a. e-tender no.	RBI/Mumbai Regional Office/Estate/61/24-25/ET/287
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k. Date and time of opening of Part-I (Techno-commercial bid)	September 23, 2024 at 2:30 PM

Part-II Price Bid: Date of opening Part II i.e. price bid shall be informed separately	
l. Transaction Fee	Rs.1,000.00/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.
k. Date & time of opening of Part-II (i.e. Price Bid)	Date of opening of Part II i.e. price bid shall be informed separately
l. Transaction Fee	₹1,000/- exclusive of GST as applicable. Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

### **E-Tendering Procedure**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender

- 1. The vendors meeting the technical and commercial criteria will be eligible to quote provided they meet all the Pre-Qualification Criteria.**
- 2. The firms willing to participate will submit the requisite EMD by DD or NEFT and signed Pre-Bid minutes in hardcopies and an undertaking to meet all technical and commercial conditions.**
- 3. Price-Bid of the eligible firms will be opened online, and relative status will be intimated to all firms.**

#### **Process of E-tender:**

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

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

1) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

#### **Contact person (MSTC):**

HO Central Help Desk: (For vendors)

Phone Number :07969066600

[helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in) (Please mention "HO Helpdesk" as subject while sending emails)

WRO Helpdesk:7651915418

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – [wroopn11@mstcindia.in](mailto:wroopn11@mstcindia.in)

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

**Contact person (RBI MRO):**

1. Shri. Ravindra Patil, Manager (Tech. Civil.) Mobile Number- 9833139272, email ID: [rbpatil@rbi.org.in](mailto:rbpatil@rbi.org.in)
2. Shri. Sudhir Shende, Assistant Manager (Civil.)- [sudhirshende@rbi.org.in](mailto:sudhirshende@rbi.org.in)- 8424058430
3. Shri. Vishnu N, AM, Mo. No 9442644738, (for e-tender queries)- mail ID: [vishnun@rbi.org.in](mailto:vishnun@rbi.org.in)
4. Shri Shailesh Meena, Manager, No. 9711065776\_(for e-tender queries)- mail ID: [shaileshmeena@rbi.org.in](mailto:shaileshmeena@rbi.org.in)

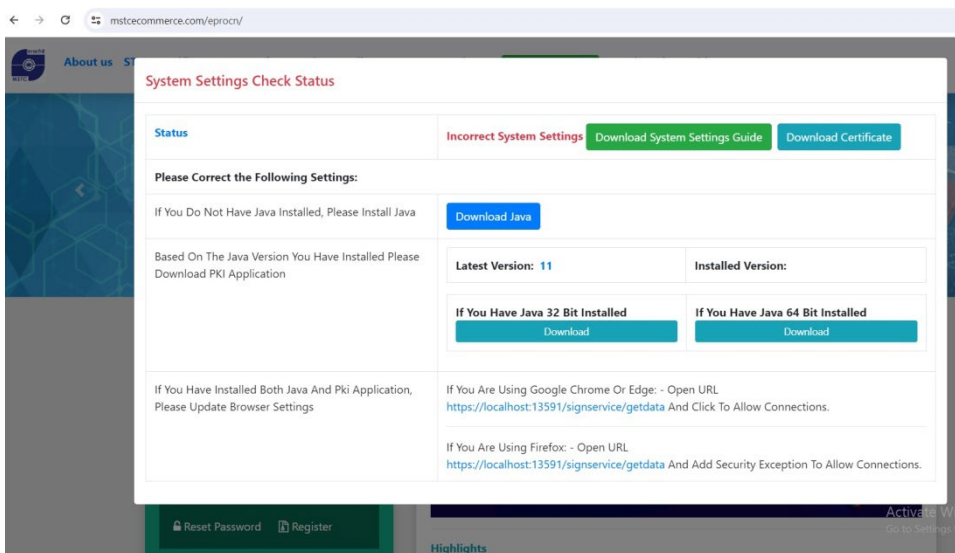
Vendors are required to register themselves online with

[www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration Guide.

**B) System Requirement:**

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn/>



(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, MRO.

Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

**Note:**

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

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

**Special Note towards Transaction fee:**

**NOTE:** The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.

**Contact Details:**

HO Central Help Desk: (For vendors)

Phone Number :07969066600

[helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in) (Please mention "HO Helpdesk" as subject while sending emails)

Availability

Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – [wroopn11@mstcindia.in](mailto:wroopn11@mstcindia.in)

**WRO Helpdesk:7651915418**

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. **Transaction fee is non-refundable.**

In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI, MRO and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, MRO as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- (i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. **The responsibility of downloading the related corrigenda, if any, will be of the bidders only.**
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) of MSTC Ltd.

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

#### **Bidding in e-tender**

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, MRO.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach

Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) The bidder should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).
- d) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

**NOTE:** - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- e) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.

- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- k) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- l) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

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

RBI, MRO has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

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

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

**Section-II**  
**Form of Tender**

The Regional Director,  
Reserve Bank of India,  
Estate Office,  
2<sup>nd</sup> Floor, Mumbai Regional Office,  
Mumbai - 400001

**Dear Sir,**

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the **Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai** at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

**Memorandum**

(a)	Description of work		<b>Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai</b>
(b)	Estimated Cost	;	<b>₹13.00 Lakhs</b>
(b)	Earnest Money (Rs.)	:	<b>₹26000/-</b>
(c)	Performance Guarantee	:	Bank Guarantee from any scheduled Bank for an amount equal to 10% of the Contract Amount
(d)	Percentage, if any, to be deducted from each bill	:	NIL
(e)	Contract Period	:	One Year

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender Part-I and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We agree to keep the

EMD or Bank Guarantee towards EMD valid during the entire period of validity of tender.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document with the written acceptance of the Contract.

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

Dated this .....day of.....2024

For and on behalf of M/s .....

(Signature of authorized signatory with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

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

Witness (1) \_\_\_\_\_  
Signature with name,  
address and date

Witness (2) \_\_\_\_\_  
Signature with Name,  
address and date

## Section III

### General instructions to tenderer(s) & special conditions

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

#### **Part I - Commercial Conditions**

1. Online Tenders will be available to view/download for all firms from **06:00 PM August 06, 2024** But only those contractors who have minimum 5 years' experience in the field of undertaking similar works of **"Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai"** shall be eligible for participation in the tender.

2. The contractor should have also executed successfully similar works on or after March 31, 2019 individually costing as under:

(a) Three works each costing not less than 40% of ₹13Lakh

**OR**

(b) Two works each costing not less than 50% of ₹13Lakh

**OR**

(c) One work costing not less than 80% of ₹13Lakh

**AND**

(d) Have a minimum yearly turnover of 100% of the ₹13Lakh during the last 3 financial years

**AND**

(e) Have a service set up in Mumbai/Thane/ Navi Mumbai or its suburban for rendering after sales service.

**AND**

(f) Should the latest furnish solvency certificate issued by applicant's Banker for the estimated cost of work. Only tenderers who qualify as above will be eligible to participate in the tender for the work.

Tenderers should submit the following documents (on MSTC portal) along with the documents mentioned as per the pre-qualification criteria in respect of their eligibility:

- i. Copies of detailed work order indicating scope and value of works.
- ii. Completion certificate for the qualifying works.
- iii. List of completed works with all the details as per the Performa
- iv. Financial statement for turnover for last 3 years.

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection

1. **Pre-bid meeting:** - A pre-bid meeting of the intending tenderers will be held at **11:00 AM on September 10, 2024** at Estate Office, 2<sup>nd</sup> floor, Mumbai Regional Office - 400 001 to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents.
2. Tenderers are required to submit the details of the works carried out by them during last 5 years along with the name and contact no. of the users of the equipment in the enclosed format. Quoting the rates and GST in the tender is the sole responsibility of the tenderers and any mistake in quoting will lead to the cancellation of the bid.
3. A tender submitted by a firm who is found to be not submitting the above details will liable to be rejected.
4. Tenders shall be uploaded in two parts viz. Part I containing Techno-Commercial Bid of the offer and Part II containing Price Bid of the offer. While Part I will be opened on **September 23, 2024 at 2:00 PM** in the presence of the intending tenderers who choose to be present. Part II will be opened on subsequent date, which will be intimated to the tenderers in advance.
5. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates and amounts separately. They are also requested to use the enclosed Performa only (and not to use their own format).

**Earnest Money:** - The tenderers shall pay as “Earnest Money Deposit” a sum of ₹26000/- (Rupees Twenty six thousands only) by a demand draft or NEFT in a form acceptable to the Bank in favor of Reserve Bank of India Mumbai drawn on a scheduled bank should be submitted in physical form on or before last date. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. Earnest money is liable to be forfeited if (i) Contractor back out or withdraw bid before awarding or after awarding work. (ii) Contractor fail to submit agreement and Bank guarantee within stipulated time period after award of work and

fail to start/complete work within given time frame. (iii) The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work to other contractor.(iv) Before a decision regarding award of work is taken to L 1 bidder, the Earnest Money deposited by other tenderers, may be refunded by the Bank, after obtaining an undertaking from the respective tenderers stating that the E.M.D.will be re-deposited by them if the Bank decides to award the work to them.

6. **Validity of tender:** -The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
7. The rates quoted shall be for deployment of man power as per minimum wages for operation of STP and WTP, periodical maintenance and allied material, inclusive of all taxes, duties, etc. and shall be for the complete work. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc.
8. **Service set-up:** - The tenderers shall indicate details of the service center at Mumbai/Thane/ Navi Mumbai or its suburban, the staff strength, contact numbers and the availability of spares for the system as per enclosed [annexure-VII](#).
9. The Operation & maintenance contract period is initially for one year. The contract shall be considered for further renewal for maximum three occasion (one year or fraction of one year at a time) on same terms and conditions at the discretion of the Bank provided the Bank finds the services of the Contractor satisfactory. Contract amount (minimum wages+ contractor profit + taxes) for deployment of manpower shall be considered per annum basis. Within the AMC period any revision in minimum wages and taxes in between by the Government shall be borne by the firm. However, review of performance for operation contract will be done every year and any revision in minimumwages shall be considered at the time of renewal of AMC.
10. **Performance Bank Guarantee(BG):** - As security against due fulfilment of the terms and obligations of the Contract, the successful tenderer shall furnish on award of the works, an amount equal to 10% (Ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract. This BG should be valid for a period of the contract. The Performance Bank Guarantee should have a claim period of at least 3 months from expiry of the Bank Guarantee.

11. **Insurance:** - The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer (Reserve Bank of India) and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract within 14 days from the date of work order.
- a. Workmen compensation policy.
  - b. Third party liability policy with the limits as under.
    - I. Rs.5,00,000/- per annum
    - II. Rs.2,00,000/- per occurrence

Further the contractor has to arrange for Workmen compensation policy during the AMC period.

In case the contractor is not taking the necessary insurance, the Bank has the right to obtain such necessary insurance and recover the amount of the same from the bills of the contractor

12. The payment for the work will be made by Estate Office on monthly basis after rendering satisfactory services. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Mumbai.
13. The tenderers shall give the names and postal addresses of their bankers.
14. The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom similar equipment has been supplied by them in [Annexure-I](#).
15. The tenderers are requested to fill in the enclosed Performa on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column
16. **Agreement:** The successful tenderer shall execute an agreement with the Bank on stamped paper in the format to be submitted within fourteen (14) days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract
17. **The Contractor shall not disclose** directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the

possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

18. **The contractor/agency shall be solely responsible for full compliance with the provision of **Sexual harassment** of Women at work place under Prevention, Prohibition and Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.**
- (a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.
  - (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case of incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
  - (c) The contractor shall be responsible for educating its employees about the prevention of sexual harassment at work place and related issues.
  - (d) The contractor shall provide a complete and updated list of its employees who are deployed within the bank's premises.

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

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

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

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

the same shall be borne and paid.

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

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

Signature of the contractor \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

Mobile no \_\_\_\_\_

Email \_\_\_\_\_

## Section IV

### The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The

expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Shall mean Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvamarekha, TMC, Parel, Mumbai.

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

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

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

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

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

6. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
7. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

10. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
11. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
12. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend, neglect, or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of

works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.

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

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

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

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

- 19. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Nominated Sub-Contractor**: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

21. **Other persons employed by Employer**: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

22. **Insurance in respect of damage to person**: The Contractor shall be responsible for all injury to persons, animals or things, which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and

so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

The contractor shall, within 14 days from the date of work order, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 14 days from the date of work order.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any

moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

31. **Termination of Contract by Contractor**: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the

Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

32. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'Period of Honoring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
33. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be,

who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

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

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

#### **Employer entitled to cover compensation paid to workman**

34. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### **Abandonment of works**

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

#### **Right of employer to terminate contract in the event of death of Contractor or individual**

36. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

Signature of Contractor

Date :

Name :

Place :

Designation :

Address :

Email :

Contact :

**Section -V**  
**SCOPE OF WORK**

1. The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for operation and maintenance in proper way as per the operation and maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks.
  - a. **The scope of work shall cover operation & maintenance of plant in three shift on all seven days of the week i.e. 24 x 7 and all-in routine, preventive and major/special maintenance works as required from time to time for Operation & Maintenance of STP & WTP at Bank's Residential colony at Suvarnarekha, TMC, Mumbai.**
  - b. **Brief details of plants to to operated and maintained:**
    - (i) STP, ION Exchange -110 KLD capacity
    - (ii) WTP ION Exchange-10 m3/hr
  - c. All the equipment's/installations shall always be kept in good and trouble-free operating conditions.
  - d. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
  - e. All the maintenance works shall be carried out in accordance with the direction/instruction of the Engineer in charge. The brief of main activities to be carried out for operation, routine/special & preventive and comprehensive maintenance is enclosed as per **Section V**.
  - f. **If for any reason any equipment is required to be repaired or replaced from the M/s Ion Exchange dealer or in any workshop, the contractor shall coordinate with OEM/dealer if repair is done at site. If equipment is to be shifted to OEM factory, same shall be arranged by the agency. For the same firm shall submit their bill along with original purchased/repaired bill copy plus 15 % ,transport, over head & profit plus applicable GST in the office for payment. No extra labour will be paid for the work.**

**2. TOOLS & PLANTS**

- a. All the general & special tools, tackles required for proper operation and maintenance shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

**3. WATCH & WARD**

- a. Watch and Ward of material, machineries and system etc. till end of the contract shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

**4. PERIOD OF OPERATION**

- a. Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) at RBI Officers' Colony, Suvarnarekha, TMC, Mumbai shall be kept under supervision round the clock  
i.e. 24 hours and 365 days.

## **5. DEPLOYMENT OF STAFF**

- a. The agency shall deploy semi-skilled plant operator and skilled supervisor for satisfactory operation and maintenance of STP & WTP in all the three shifts for uninterrupted working of the plants.
- b. Any extra labour of any nature if required, at any time for attending any repair/break down shall be deployed by the agency at his own cost for which nothing extra shall be payable.
- c. The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of STP & WTP so that all the break downs/repairs are attended immediately with minimum possible down time. Any unjustified delay in repairing of equipment's shall be treated as breach of contract and suitable penalty shall be imposed and recovered from the monthly bill/security deposited. The minimum expected labour to be at site shall be as per Section- V (11) having qualified experience as per Section V (12).
- d. Break Down period shall not be more than two hours beyond that the penalty clause shall be applicable.

6. **Schedule of Maintenance:** The purpose of testing the systems (STP & WTP) is to ensure to avoid break down and continuous delivery of the required system output. An additional purpose is to detect deficiencies of the system not evident by inspection.

### **7.1 Daily Tests.**

- Treated water quality.
- Colour & odor of the treated water.
- Qualified operating personnel shall be in attendance during the daily pump operation.
- **Pump System Procedure.**
- Record the system suction and discharge pressure gauge readings.
- Check the pump packing glands for slight discharge.
- Adjust gland nuts if necessary.
- Check for unusual noise or vibration.
- Check packing boxes, bearings, or pump casing for overheating.

### **7.2 Monthly tests:**

- Testing of treated water quality from the laboratory. To insure that treated water is as per standard parameter of relevant IS Code/guidelines.
- Check working of all the pumps, filters etc.
- Cleaning of all the strainers and chambers of water collection before and after treatment.
- Tighten glands & replace glands Dori if required of all pumps & valves

**7.3 Quarterly tests:**

- Clean all the sludge from the all the collection chambers, treated water tanks etc.
- Grease all the bearings of pumps & motors.
- Check connections of all the cables, switches and starters on panel.

**8. WORK TO BE DONE ON EVERY DAY BASIS:**

- a. The scope of work shall cover manning of STP & WTP systems round the clock, operation and all routine, preventive and major /special maintenance works as required from time to time for complete STP & WTP System for Operation & Maintenance of Installations.
- b. All the equipment/installation shall always be kept in good and trouble-free operating conditions.
- c. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- d. All the maintenance works shall be carried out in accordance with the manufacturer’s specifications, instructions of the Bank’s Officer/ Security officer.

**9. Penalty clause** - If there is a case of dereliction/ absenteeism in the duty/ ratification any delay in attending the minor complaints within twelve hours after lodging the complaint on telephone/e-mail/ official letter in the independent equipment a penalty of Rs.750/- per day and for major breakdown complaint on telephone/e-mail/official letter shall be attended within 24 hours failing which penalty of ₹ 1500/- per day shall be deducted from the bill payable to the Contractor.

**10. TOOLS & PLANTS**

All the general & special tools, tackles i/c chain pulley blocks etc., required for proper operation & maintenance and repairs/break down etc., shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

**11. CONSUMABLES**

- a. The rates shall be all inclusive of establishment as well as required chemical dosing, chlorine etc. All consumables and required quantity chemicals shall be arranged by the contractor for which nothing extra shall be payable.
- b. Log book and complaint books, all stationery like registers, sheets, markers, pens and pencils etc. will be supplied by the contractor and no extra payment for these shall be made.

**12. The contractor has to depute minimum staffs with valid at site:**

<b>Timings(Shifts)</b>	<b>Staff</b>
------------------------	--------------

6.00am to 2.00 pm, 2.00pm to 10.00pm, 10.00 pm to 6.00 am All the three shifts (7 days in week)	One operator in each shift on all 365 days
9.00 am to 5.00 pm-	One Supervisor 04 days in month and as and when required during any breakdown

### **13. Minimum Qualification & Experience of Technical Staff**

<b>i)</b>	Supervisor	Skilled with at least 3 years' Experience in handling STP & WTP system.
<b>ii)</b>	STP & WTP operator (Semi killed) With wiremen's license	Having 1 years' experience in handling STP & WTP system. Wireman's license

### **14. Special Conditions:**

- 1) The system is required to be maintained throughout the contract period. The contract covers providing the semi-skilled staff for operation, preventive maintenance, replacement / repairing of defective equipment's etc. Staff deployed may be covered under PF and ESIC (if applicable). Attendance/service/maintenance report shall be maintained duly countersigned by caretaker/ Bank's engineer. Contractor should provide his own biometric attendance system for monitoring attendance (in/out) of their staff. Monthly report generated from the biometric system shall be submitted to Bank along with the bill. Rates quoted by the firm shall be in accordance with Contractor Labour Act 1970/ Minimum Wages Act (Central). Tender having quoted rates below prescribed rates will be rejected. Salary of employees shall be disbursed through NEFT only to their bank account and same details may be sent to RBI for verification.
- 2) The quoted rate shall also be inclusive of consumable materials i.e. required chemicals, chlorine, alum, jaggery, waste, calico cloth, grease, petroleum jelly, insulation tape etc.
- 3) The contractor should deploy only semi- skilled persons for operation / maintenance work for the STP & WTP system including all associated equipment's / subunits i.e. electrical starter panel including timer, contractors, indicators lamps, fuses, battery charging circuits, engine primer (24V, DC motor) etc.
- 4) The semi- skilled person should have thorough knowledge regarding function of system and operation and maintenance of STP & WTP as per technical specifications.
- 5) The deployed staff should be familiar operation of pumps / carrying out preventive maintenance of all the equipment's as per the desired schedule. In each month at least one time all equipment's to be checked for its operation & pumps to be checked for its operational ability / functioning on daily basis.

- 6) The deployed person shall attend the complaint which needs any replacement of spares etc. required for the smooth operation after getting the prior approval from Bank's Officials.
- 7) The deployed person shall attend the complaints on holidays / after office hours also considering the importance of the system, in case of emergency.
- 8) The contract amount shall include of all necessary testing charges /tools/for trail/runs/chemicals etc.
- 9) The charges include for carrying out the periodical preventive maintenance of all the Electrical equipment's and proper register to be maintained and the extract shall be furnished to Estate Office along with AMC bills.
- 10) Whenever particular equipment goes out of order, the fact shall be brought to the notice of the Bank's Engineer immediately. If any need intimation to Bank's Engineer, material need to be replaced, the same shall be arranged within shortest time. Repair / replacement work shall be taken up immediately and to be completed.
- 11) **The contractor should provide common phone / Mobile No. to the pump operators in shift duty at Bank and it is accessible to the round the clock for approach them in case of emergency.**

**Note:**

**Tenderers are advised to quote their rates after the Bank's office buildings visit confirming to the conditions and the detailed scope of work of Part-I & Part-II tender any working day 10.00 am to 6.00 pm.**

**Place:  
Date:**

**Signature and seal of the Tenderer  
Name:  
Address:  
Email:  
Phone:**

**Reserve Bank of India**  
**To be submitted along with Part-I Technical Bid**

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

**Check List**

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part- I.	
2.	EMD	NEFT/DD for ₹26,000/- in favor of RBI Mumbai (No interest shall be payable on EMD).	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Contract period	1 year from the date of issue of work order.	
6	Penalty clause	As per clause 9 of Section V of the tender.	
8	Terms of payment	As per terms and conditions	
9	Insurance	Shall include for 1. Workmen compensation policy and 2. Third Party Liability policy as per terms and conditions	

Signature \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal of the firm \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_





**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

**Un-priced schedule of quantity  
(not for quote rates here)**

Sr.No.	Description of item	Qty.
1.	<p>Charges for Annual Maintenance Contract (AMC) of Operation and maintenance of Sewage Treatment Plant (STP) and Water treatment Plant (WTP), periodical /Preventive maintenance, breakdown servicing on 24 x 7(365 days) by deploying qualified operators, and supervisor including their leave reserve arrangement. The payment of AMC charges shall be made on monthly basis on rendering satisfactory service.</p> <p>The service contract rate shall also take into account cost of labour charges in accordance with minimum wages provision, PF and ESIC (if applicable) for operation and maintenance of STP &amp; WTP in all three shifts 7days in a week, all type of pumps, allied installation, control valve etc. all, insurance, traveling cost, uniform, cleaning material, consumable etc. as per detailed scope of work mentioned in Section-V of the Part-I of the tender.</p> <p><b>The rates shall be inclusive of all types consumables, required quantity all types of chemicals (Chlorine, Alum, Jaggery etc.) periodically testing of treated water, periodically cleaning of sludge/cake from all chambers/sumps etc. complete as mentioned in the Part-I of the tender, site condition and as direct by the Bank's Engineer.</b></p>	1 job

**Place:**  
**Date:**

**Signature and seal of the Tenderer**  
**Name:**  
**Address:**  
**Email:**  
**Phone:**

**Performa for List of clients**

(To whom works of similar scope each qualifying minimum eligibility criteria have been completed in the last 5 years.

Sr. No.	Details	client (1)	client (2)	client (3)
1	Name, Address, fax and telephone numbers			
2	Project name, location and address.			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/ Consultant, if so, details.			

(Add more columns in case of more than 3 clients)

Seal of the company

Date :

Place :

Signature of Contractor

Name :

Designation :

Address :

Email :

Contact:

**Articles of Agreement**

(On Non Judicial Stamp Paper of appropriate value)

<p>यह करार की शर्तें मुंबई में ..... को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियोक्ता कहा गया है) और दूसरा पक्ष ..... है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।</p>	<p>ARTICLES OF AGREEMENT made the ..... day of ..... between the Reserve Bank of India having its Central Office at Mumbai (hereinafter called “the Employer”) of the one part and..... (hereinafter called “the Contractor”) of the other part.</p>
<p>जबकि नियोक्ता <b>सुवर्णरेखा, टीएमसी, परेल, मुंबई बैंक की आवासीय कॉलोनी मे सीवेज ट्रीटमेंट प्लांट (एसटीपी) और जल उपचार प्लांट (डब्ल्यूटीपी) प्रणाली का संचालन और रखरखाव के लिए वार्षिक रखरखाव अनुबंध (एएमसी)</b> का काम करवाने का इच्छुक है और उसने किए जाने वाले कार्यों का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं।</p> <p>और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।</p> <p>और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से “ उक्त शर्तें” कहा जाएगा), उक्त ड्रॉविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद “ उक्त ठेका राशि” के रूप में संदर्भित किया जाएगा”) के अधीन कार्य करने के लिए सहमत है।</p>	<p>WHEREAS the Employer is desirous of carrying out the work of <b>Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank’s Residential colony at Suvarnarekha, TMC, Parel, Mumbai</b> and has caused drawings and specifications describing the works to be done.</p> <p>AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.</p> <p>AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).</p>
<p><b>अब यहाँ से इस प्रकार सहमति बनी है</b></p>	<p><b>NOW IT IS HEREBY AGREED AS FOLLOWS:</b></p>

<p>उक्त संविदा राशि के प्रतिफल में, जो कि इस करार में तय तरीके और समय के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित अनुसार काम को पूरा करना होगा एवं शर्तों को कार्यान्वित करना होगा।</p>	<p>In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.</p>
<p>नियोक्ता ठेकेदार को संविदा राशि या ऐसी अन्य राशि जो देय हो, का शर्तों में उल्लेखित माध्यम अनुसार और उचित समय पर भुगतान करेगा।</p>	<p>The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.</p>
<p>उक्त शर्तों में "वास्तुकार" शब्द से इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि बनाने वाला 'वास्तुकार' अभिप्रेत होगा।</p>	<p>The term "Architect" in the said conditions shall mean 'Architect' for the purpose of architectural planning &amp; designing etc. of the Renovation works under this contract.</p>
<p>भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।</p>	<p>The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.</p>
<p>यहाँ उल्लिखित शर्तों और विभिन्न अनुसूचियों को इस करार के भाग के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे।</p>	<p>The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.</p>
<p>करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएँगे</p>	<p>The agreement and documents mentioned herein shall form the basis of this Contract.</p>
<p>यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही टुकड़ा कार्य संविदा है, बल्कि <b>सुवर्णरेखा, टीएमसी, परेल, मुंबई बैंक की आवासीय कॉलोनी में सीवेज ट्रीटमेंट प्लांट (एसटीपी) और जल उपचार प्लांट (डब्ल्यूटीपी) प्रणाली का संचालन और रखरखाव के लिए वार्षिक रखरखाव अनुबंध (एएमसी)</b> के संबंध में कार्य करने की संविदा है। दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान की गई दर पर वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाना है।</p>	<p>This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of <b>Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai.</b> To be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.</p>
<p>उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार</p>	<p>The Contractor shall afford every reasonable</p>

<p>सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्स्टालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंधित कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुनः ठीक करेगा।</p>	<p>facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.</p>
<p>नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।</p>	<p>The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.</p>
<p>ठेकेदार इस प्रकार कार्य आरंभ करने तथा कार्य पुरस्कार पत्र में निर्दिष्ट अनुसार संपूर्ण कार्य पूरा करने के लिए सहमत है, तथापि लिखित रूप में समय विस्तार के प्रावधानों के अधीन है, जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है (अर्थात् समझौते के विलेख के माध्यम से या पत्रों/ई-मेल के आदान-प्रदान के माध्यम से) । समय को इस अनुबंध का सार माना जाएगा।</p>	<p>The contractor hereby agrees to commence the work and to complete the entire work as specified in the work award letter subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/e-mails) as may be mutually decided by the parties. Time shall be considered as the essence of this Contract.</p>
<p>इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।</p>	<p>All payments by the Employer under this Contract will be made only at Mumbai</p>
<p>इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई स्थित न्यायालय के अधिकार क्षेत्र में होगा।</p>	<p>All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.</p>
<p>यह कि इस संविदा के सभी अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।</p>	<p>That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.</p>
<p>ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से उसको मिली किसी भी जानकारी, सामग्री और</p>	<p>The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or</p>

विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी क्षेत्र में किए गए कार्य या तकनीकी पेपर या अन्य जगहों पर किए गए कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा न उजागर करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।

ठेकेदार यह सुनिश्चित करने के लिए की इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व का पूरी तरह से पालन हो रहा है, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खात्मे के बावजूद बने रहेंगे।

#### 15. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड

ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही किया

knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

#### 15. Clause of Prevention of Sexual Harassment at Work place:-

a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

<p>जाना सुनिश्चित करेगा।</p> <p>बी) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।</p> <p>सी.) यदि फर्म के कर्मचारी किसी भी घटना में शामिल पाये जाते हैं तो किसी भी मौद्रिक क्षतिपूर्ति के लिए फर्म जिम्मेदार होगी, जिसे भुगतान करना पड़ सकता है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है।</p> <p>डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अद्यतित सूची उपलब्ध कराएगा।</p>	<p>b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.</p> <p>d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
<p>16. <b>गैर-प्रकटीकरण खंड:</b> ठेकेदार इस करार के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में प्रत्यक्ष या अप्रत्यक्ष रूप से आए बैंक के बुनियादी ढांचे/सिस्टम/उपकरण आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा किसी तीसरे पक्ष को नहीं करेगा और उसके द्वारा इसे हर समय अत्यंत गोपनीय रखा जाएगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, सिवाय इस सीमा तक जो इस करार के तहत दायित्वों को पूरा करने या लागू कानूनों का अनुपालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पेपर या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए ठेकेदार नियोक्ता को क्षतिपूर्ति देगा।</p>	<p>16. <b>Non-Disclosure clause:</b> The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the</p>

<p>उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय अपनाने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए कि इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हों, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खाते के बावजूद बने रहेंगे।</p>	<p>Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
<p><b>17. न्यूनतम मजदूरी अधिनियम :</b> ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, उसका भुगतान ठेकेदार द्वारा बैंक पर किसी दावे के बगैर किया जाएगा।</p>	<p><b>17. Minimum Wages Act:</b> - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.</p>
<p><b>18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले शिष्टाचार, बचाव उपाय और सुरक्षा मानदंड :</b> ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाजती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, संबंधित श्रमिकों की केवल कार्य स्थल तक आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।</p>	<p><b>18. Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed:</b> The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P &amp; SO, which may be recovered from the payment due to the contractors._</p>
<p><b>19. ठेकेदार द्वारा किसी चूक के कारण संविदा की समाप्ति के मामले में ठेकेदार से वसूल की जाने वाली क्षतिपूर्ति :</b> यदि कार्य/संविदा के पूरा होने से पहले किसी भी पक्ष द्वारा संविदा को समाप्त कर दिया जाता है तो यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार अवधि में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे</p>	<p><b>19. Compensation to be recovered from the Contractors in case of default on account of termination of contract:</b> If the contract is terminated from either of the party before completion of work/contract, it is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost</p>

<p>बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि होगी। यह जोखिम और लागत राशि जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है, ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा कक्षा / कार्यालय यानी संपदा कार्यालय, फोर्ट, मुंबई, भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी।</p>	<p>amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.</p>
<p>इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो प्रतियों सहित इस मूल दस्तावेज़ पर इससे पूर्व उल्लिखित दिन और वर्ष के दिन अपने हस्ताक्षर किए हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है)</p> <p>इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और हस्ताक्षर किए हैं और ठेकेदार ने कथित मूल प्रति एवं दो प्रतियों पर अपना आम मुहर लगाया है / या उसकी ओर से विधिवत अधिकृत अधिकारी के माध्यम से इससे पूर्व उल्लिखित दिन और वर्ष को इस मूल प्रति एवं दो प्रतियों पर हस्ताक्षर कर निष्पादित किया गया।(यदि ठेकेदार एक कंपनी है)</p>	<p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual)</p> <p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. (If the Contractor is a Company)</p>
<p>भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित</p>	<p>SIGNED AND DELIVERED by the Reserve Bank of India by the hand of</p>
<p>श्री _____ के द्वारा</p>	<p>Shri _____</p>
<p>(नाम और पदनाम)</p>	<p>(Name and Designation)</p>

इनकी उपस्थिति में -	..... In the presence of
साक्षी -	Witnesses –
1. _____	1. _____
पता:	Address:
2. _____	2. _____
पता:	Address:
यदि पक्ष साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के द्वारा या सभी भागीदारों की तरफ से हस्ताक्षरित होना चाहिए	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
.....  के द्वारा हस्ताक्षरित और वितरित किया गया। साक्षी 1)..... पता ..... ..... 2) ..... पता ..... .....	SIGNED AND DELIVERED BY .....  Witnesses – 1)..... Address ..... ..... 2) ..... Address ..... .....

<p>दिनांक ..... को आयोजित बैठक में निदेशक मण्डल द्वारा पारित संकल्प के अनुसरण में आम मुहर यहाँ लगाई जाती है।</p> <p>इनकी उपस्थिति में (1) ..... ..... (2) ..... ..... .....</p>	<p>यदि ठेकेदार ने आम मुहर के तहत हस्ताक्षर किये हैं, तो उस हस्ताक्षर का संस्था के अंतर्नियम में मुहर क्लॉज के साथ मिलान होना चाहिए।</p> <p>यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति</p>	<p>THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on ..... ..... ..... ..... In the presence of 1. ..... ..... 2. ..... .....</p>	<p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
<p>निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों पर हस्ताक्षर किये हैं - (1) ..... (2) .....</p>		<p>Directors who have signed these presents in taken thereof in the presence of (1) ..... (2) .....</p>	
<p>2. _____</p>		<p>2. _____</p>	
<p>यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति</p>			<p>If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual</p>

इनके द्वारा हस्ताक्षरित और वितरित-- ठेकेदार श्री_____ और विधिवत गठित वकील के कर कमलों द्वारा	SIGNED AND DELIVERED BY - The Contractor by the hand of Shri _____ and duly constituted attorney.
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**CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR**

The Regional Director,  
Reserve Bank of India,  
Estate Office,  
Mumbai - 400 001

Name & address of the Client

Details of Works executed by Smt. /M/s

- |    |  |  |
|----|--|--|
| 1  | Name of work with brief particulars  |  |
| 2  | Agreement No. and date   |  |
| 3  | Agreement amount   |  |
| 4  | Date of commencement of work   |  |
| 5  | Stipulated date of completion  |  |
| 6  | Actual date of completion  |  |
| 7  | Details of compensation levied for delay<br>(indicate amount) if any                     |  |
| 8  | Gross amount of the work completed and paid  |  |
| 9  | Name and address of the authority under<br>whom works executed                           |  |
| 10 | Whether the contractor employed qualified<br>Engineer/Overseer during execution of work? |  |
| 11 | i) Quality of work (indicate grading)  | Outstanding/Very Good/<br>Good/Satisfactory/poor |
|    | ii) Amt. of work paid on reduced rates,if<br>any.  |  |
| 12 | i) Did the contractor go for arbitration?  |  |
|    | ii) If yes, total amount of claim  |  |
|    | iii) Total amount awarded  |  |
| 13 | Comments on the capabilities of the<br>contractor.                                       |  |
|    | a) Technical proficiency   | Outstanding/Very Good/<br>Good/Satisfactory/poor |
|    | b) Financial soundness   | Outstanding/Very Good/<br>Good/Satisfactory/poor |
|    | c) Mobilization of adequate T&P  | Outstanding/Very Good/<br>Good/Satisfactory/poor |
|    | d) Mobilization of manpower  | Outstanding/Very Good/<br>Good/Satisfactory/poor |
|    | e) General behavior  | Outstanding/Very Good/<br>Good/Satisfactory/poor |

Note: All columns should be filled in properly  
countersigned”

\*

Reporting Officer\* with Office seal

\*Officer of the rank of executive engineer/Superintending Engineer or equivalent

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

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹\_\_\_\_\_ **Lakhs.**

(Signature)  
For the Bank

**Note:**

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,  
**We**.....(Name of the Bidder and  
address of their registered office) do hereby constitute, appoint and authorize Mr. /  
Ms. .... (Name and  
residential address of Power of Attorney holder) who is presently employed with us  
and holding the position of

.....  
as our attorney, to do in our name and on our behalf, all such acts, deeds and things  
necessary in connection with or incidental to our bid for the **Annual Maintenance  
Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP)  
and Water Treatment Plant (WTP) system for Bank's Residential colony at  
Suvarnarekha, TMC, Parel, Mumbai** on Item Rate Contract basis for Reserve Bank  
of India including signing and submission of all documents and providing information  
/ responses to RBI, representing us in all matters before RBI, and generally dealing  
with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

**Details of service set up of the firm**

**Details of Service Setup at Mumbai or Mumbai Suburban**

1	Address	
2	Telephone numbers	
3	FAX numbers	
4	Email address	
5	Details of number of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Mumbai will be offered.
2. Please attach additional sheet wherever required.

Seal of the company

Date :

Place :

Signature of Contractor

Name :

Designation :

Address :

Email :

Contact :

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

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

To,  
The Regional Director  
Reserve Bank of India  
Estate Office,  
Mumbai - 400 001

Name of Work: **Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

I / We ..... (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that..... (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we..... (Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

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

Date:

Place:

**Performa of Performance Bank Guarantee for Security Deposit**

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

Place: \_\_\_\_\_ Date : \_\_

The Regional Director  
Estate Office  
Reserve Bank of India,  
Mumbai.

Dear Sir,

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas we are aware that an agreement has been executed between the Reserve Bank of India and the contractor and in terms of clause \_\_\_\_\_ of the said agreement the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in \_\_\_\_\_ figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

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

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

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

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

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

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

**d) This guarantee shall remain in force till currency of contract.**

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

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

For and on behalf of \_\_\_\_\_(Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

..... Name

.....

Address .....

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

**(The successful Tenderer's should give following declaration (1 & 2) along with the bills).**

**1. DECLARATION**

I, Shri/Smt. ....being the owner/proprietor of..... ( name of the firm/establishment), do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970/wages code 2019 and Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

**Place:**  
**Date:**

**Signature and seal of the Tenderer**  
**Name:**  
**Address:**  
**Email:**  
**Phone:**  
**Mobile no.:**

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**2. GST DECLARATION**

**I do hereby declare that the GST Registration Number of my/our firm/establishment is.....**

**And the GST claimed in the bill will be paid duly to Government of India after receipt of the same from the Bank.**

**I will inform the Bank in due time about the payment of GST to Government of India.**

**Place:**  
**Date:**

**Signature and seal of the Tenderer**  
**Name:**  
**Address:**  
**Email:**  
**Phone:**  
**Mobile no.:**

**Performa for Indemnifying the Employer against Non-Compliance to Contract labour  
Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director  
Estate Office  
Mumbai - 400 001

Dear Sir

**NAME OF WORK: Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

We, M/s ..... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, Mumbai against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For \_\_\_\_\_

**Authorized signatory**

**NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE**

**CONTRACTOR:**

**Place:**

**Date:**

**Signature and seal of the Tenderer**

**Name:**

**Address:**

**Email:**

**Phone/Mobile no.:**



**Reserve Bank of India  
Estate Office  
Mumbai**

**Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank`s Residential colony at Suvarnarekha, TMC, Parel, Mumbai**

**Part II (Price Bid)**

Name of the bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**e-Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) system for Bank's Residential colony at Suvarnarekha, TMC, Parel, Mumbai  
DO NOT UPLOAD THE RATES FOR THE SAID WORK ALONG WITH THE TECHNICAL DOCUMENTS.**

**Price-Bid (Part-II)**

Sr.No.	Description of item	Qty.	A. Monthly Charges in ₹	B. Per annum charges in ₹ (=A*12)
1.	<p>Charges for Annual Maintenance Contract (AMC) of Operation and maintenance of Sewage Treatment Plant (STP) and Water treatment Plant (WTP), periodical /Preventive maintenance, breakdown servicing on 24 x 7(365 days) by deploying qualified operators, and supervisor including their leave reserve arrangement. The payment of AMC charges shall be made on monthly basis on rendering satisfactory service. The service contract rate shall also take into account cost of labour charges in accordance with minimum wages provision &amp; PF, ESIC (if applicable) for operation and maintenance of STP &amp; WTP in all three shifts 7days in a week, all type of pumps, allied installation, control valve etc. all, insurance, traveling cost, uniform, cleaning material, consumable etc. as per detailed scope of work mentioned in Section-V of the Part-I of the tender.</p> <p><b>The rates shall be inclusive of all types</b></p>	1 job		

	<p>consumables, required quantity all types of chemicals (Chlorine, Alum, Jaggery etc.) periodically testing of treated water, periodically cleaning of sludge/cake from all chambers/sumps etc. complete as mentioned in the Part-I of the tender, site condition and as direct by the Bank's Engineer.</p> <p><b><u>Rate to be quoted for one month, system will auto calculate the value for per annum</u></b></p>			
2.	<p>CGST per month (@ 9%)</p> <p><b><u>CGST amount to be quoted for one month, system will auto calculate the value for per annum</u></b></p>	1 LS		
3	<p>SGST per month (@9%)</p> <p><b><u>SGST amount to be quoted for one month, system will auto calculate the value for per annum</u></b></p>	1 LS		
	Grand Total (1+2+3)			
	Say			

Place:

Date:

Signature and seal of the Tenderer:

Name:

Address:

Email:

Phone: