



**RESERVE BANK OF INDIA
ESTATE CELL, BYCULLA, MUMBAI**

Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai

Reserve Bank of India, Mumbai invites open tenders by e-tender mode for **“Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai “**. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested eligible contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

2. Please also note that further addendum / corrigendum will only be published on RBI Website.

SCHEDULE OF TENDER (SOT)

Name of work	Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai
e-Tender no	RBI/Mumbai Regional Office/Estate/41/25-26/ET/308
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn/)
Tender Value (Estimate Cost)	Rs. 6.55 Lakh
Date of NIT & Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	06:00 PM on 21.07.2025
Pre-Bid meeting	11:00 AM on 18.08.2025
i) Earnest Money Deposit	i) Rs. 13,100/- (Rupees Thirteen Thousand One hundred only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India Estate Cell, Byculla, Mumbai Central. NEFT details A/c No.: 04869229925 IFSC: RBIS0MBPA04 (5th & 10th digits are zero) Kindly provide the proof of EMD deposit to us at following email id: smitta@rbi.org.in / artiyadav@rbi.org.in (Note: In case of NEFT, the EMD amount should be credited in above-mentioned account by the cut-off time. EMD credited to any account other than that mentioned above will not be considered as Bonafide EMD.)
ii) Tender Fees	ii) No Tender Fees
Last date of submission of EMD	On or before 01.09.2025 by 2:00 PM

	Note - The EMD amount should be credited in above given account on or before Cut of Time
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid and Last date of submission of PQ documents	02:00 PM on 02.09.2025
Date & time of opening of Part-I (Techno-Commercial Bid)	03:00 PM on 02.09.2025 at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

2. 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 therefor.

3. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

4. Bidders will be allowed to view /download online tender from 6:00 PM of 21.07.2025.
The firms which do not comply with the following pre-qualification criteria and do not submit EMD, will not be considered for opening of their tender

- i. The intending firm must have minimum 2 years of experience in carrying out repair / maintenance, operation of OWC machine for office buildings/commercial premises. The work should have been completed on or before May 31, 2025.
- ii. Should have service setup at Mumbai for rendering after sales service. The address proof should be uploaded along with quotation for verification.
- iii. The contractors shall upload the copy of at least two work orders or work completion certificates on MSTC site to satisfy the Bank about their eligibility.

**Regional Director
Reserve Bank of India
Mumbai**



Reserve Bank of India
Estate Cell
Byculla

**E-Tender for
Repairing, Operation and All-inclusive Comprehensive Annual
Maintenance Contract of Organic Waste Converter installed at
Bank's Santacruz and Goregaon Quarters at Mumbai**

Part-I(Techno commercial)

Name of Firm: _____

Address: _____

Due date and time for Submission of tender: Up to 02:00 PM. On 02.09.2025

Date of opening of Part- I of the tender : At 03:00 PM on 02.09.2025

e-tender No. RBI/Mumbai Regional Office/Estate/41/25-26/ET/308

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Completion period:

- a) Repair works: 04 weeks from 10th day of letter of award of work.
- b) Operation: One year from date of completion of repairing work.
- c) All-inclusive CAMC: One year from date of completion of repairing work.

**RESERVE BANK OF INDIA
ESTATE CELL, BYCULLA**

Notice inviting e-tender

**Repairing, Operation and All-inclusive Comprehensive Annual Maintenance
Contract of Organic Waste Converter installed at Bank's Santacruz and
Goregaon Quarters at Mumbai**

- **E-tender is** invited for Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai.
- The work is estimated to cost Rs.6.55 Lakhs and is to be completed within 4 weeks from 10th day of the date of issue of work order.
- All the Pre-Qualification papers shall be uploaded on MSTC site. Same will be downloaded after bid opening date for examination by the Bank.
- The transaction details of the Earnest Money Deposit (EMD) paid by NEFT shall be sent through email on [estatebyculla@rbi.org.in/](mailto:estatebyculla@rbi.org.in) artiyadav@rbi.org.in on or before 01.09.2025 by 2:00 PM.
- Bidders will be allowed to view /download online tender from 06.00 PM of 21.07.2025. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD**, part II of the tender submitted by them will not be considered for opening.
- The intending firm must have minimum 2 years of experience in carrying out repair / maintenance, operation of OWC machine for office buildings/commercial premises. The work should have been completed on or before May 31, 2025.
 - i. Should have service setup at Mumbai for rendering after sales service. The address proof should be uploaded along with part I of the tender for verification.
 - ii. The contractors shall upload the copy of at least two work orders or work completion certificates on MSTC site to satisfy the Bank about their eligibility.
- In the event of intending firm's failure to satisfy the Bank; the Bank reserves the right to refuse to participate in the tendering process.
- (a) E-tender can be downloaded for viewing from the website www.mstcecommerce.com/eprocw.e.f.21.07.2025 from 06.00 PM.
(b) EMD of Rs.13,100.00 (Rupees Thirteen Thousand One hundred only) shall be paid by NEFT.

(c)Firms shall submit all the information and the documents as mentioned in Para 4 above.

- Part I of the tender will be opened on-line at **3:00 PM on 02.09.2025**. Date of opening of Part II will be intimated to the bidders by email.
- The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of the tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Mumbai:
Date

Regional Director

SCHEDULE OF TENDER (SOT)

Name of work	Repair and operation of OWC machines installed at Bank's Santacruz and Gokuldham quarters
e-Tender no	RBI/Mumbai Regional Office/Estate/41/25-26/ET/308
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II -Price Bid through (https://www.mstcecommerce.com/eprocn/)
Tender Value (Estimate Cost)	Rs. 6.55 Lakh
Date of NIT & Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	06:00 PM on 21.07.2025
Pre-Bid meeting	11:00 AM on 18.08.2025
i) Earnest Money Deposit	<p>i) Rs. 13,100/- (Rupees Thirteen Thousand One hundred only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India Estate Cell, Byculla, Mumbai Central.</p> <p>NEFT details A/c No.: 04869229925 IFSC: RBIS0MBPA04 (5th & 10th digits are zero)</p> <p>Kindly provide the proof of EMD deposit to us at following email id: smita@rbi.org.in / artiyadav@rbi.org.in</p> <p>(Note: In case of NEFT, the EMD amount should be credited in above-mentioned account by the cut-off time. EMD credited to any account other than that mentioned above will not be considered as Bonafide EMD.</p>
ii) Tender Fees	ii) No Tender Fees
Last date of submission of EMD	On or before 01.09.2025 by 2:00 PM Note - The EMD amount should be credited in above given account on or before Cut of Time
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid and Last date of submission of PQ documents	02:00 PM on 02.09.2025

Date & time of opening of Part-I (Techno-Commercial Bid)	03:00 PM on 02.09.2025 at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

2. 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 therefor.

3. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

4. Bidders will be allowed to view /download online tender from 6:00 PM of 21.07.2025
The firms which do not comply with the following pre-qualification criteria and do not submit EMD, will not be considered for opening of their tender

- i. The intending firm must have minimum 2 years of experience in carrying out repair / maintenance, operation of OWC machine for office buildings/commercial premises. The work should have been completed on or before May 31, 2025.
- ii. Should have service setup at Mumbai for rendering after sales service. The address proof should be uploaded along with quotation for verification.
- iii. The contractors shall upload the copy of at least two work orders or work completion certificates on MSTC site to satisfy the Bank about their eligibility.

Regional Director
Reserve Bank of India
Mumbai

Important instructions for E-procurement

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

1

Process of E-tender :

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <https://www.mstcecommerce.com/eprocn/>

1). Vendors are required to register themselves online with

www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI

Logo-

>Register as Vendor -- Filling up details and creating own user id and password → Submit.

2) 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 (RBI):

1. Smita Mhapsekar, Manager- smita@rbi.org.in- 8850982596

2. S.S.Phadke, Asstt.Manager- sunilphadke@rbi.org.in- 9841585979

Contact person (MSTC Ltd):

3. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile- 09987758430

4. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698

5. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268

6. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com

7. Technical support staff – 022-22870471

8. Helpline Nos.- 033 40645207, 033 40609118, 033 40645316, 033 22901004, 033 22895064

9. Email- helpdesk@mstcindia.co.in

B) System Requirement:

i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.

iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>□ Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. □ Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn/. tenders will be opened electronically on specified date and time as given in the tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E- tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p>

	<p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt Depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

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Section I
Form of Tender

Place _____

Date _____

**The Regional Director
Reserve Bank of India
Estate Cell, Byculla
Mumbai-400008**

Dear Sir/Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the firms and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai
(b)	Estimated cost	Rs.6.55 Lakhs
(c)	Mode of payment	As per clause 3.11 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.13,100/-
(e)	Time allowed for completion of work from tenth day of the date of work order.	a) Repair works: 04 weeks from 10th day of letter of award of work. b) Operation: One year from date of completion of repairing work. c) All-inclusive CAMC: One year from date of completion of repairing work.

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs. 13,100.00** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

Dated: _____ day of _____ 2025.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

Section II
Draft Articles of Agreement

यह करार वर्ष _____ में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका केन्द्रीय कार्यालय मुंबई, 400001 में है एतदपश्चात् "नियोक्ता" कहलाएगा (तथा द्वितीय पक्षकार _____ जिसे आगे) "ठेकेदार" कहा जाएगा के बीच किया जाता है।

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") on the other part.

चूंकि, नियोक्ता "भारतीय रिज़र्व बैंक (आरबीआई), मुंबई में बैंक के सांताक्रूज़ और गोरेगांव क्वार्टर में स्थापित ऑर्गेनिक वेस्ट कन्वर्टर की मरम्मत, संचालन और सर्व-समावेशी व्यापक वार्षिक रखरखाव" संविदा का इच्छुक है और उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। चूंकि संख्या _____ से _____ तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और चूंकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है जिनमें से सभी को सामूहिक रूप से इसके बाद "उक्त शर्तों" के रूप में संदर्भित किया गया है), उक्त ड्राइंग में दर्शाए गए और या उक्त विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर प / परिमाणों की सूची में शामिल, उस राशि के रूप में प्राप्त की गई राशि या ऐसी अन्य राशि जो उसके तहत देय हो जाएगी के "उक्त अनुबंध राशि" इसके बाद) रूप में संदर्भित।

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

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS -

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

In consideration 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.

2.1 नियोक्ता ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

2.1 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.

2.2 उक्त शर्तों में "वास्तुकार" शब्द का अर्थ होगा सीजीएम, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिजर्व बैंक, मुंबई और किसी भी कारण से इस अनुबंध के उद्देश्य के लिए वास्तुकार नहीं रहने पर, ऐसे अन्य व्यक्ति या व्यक्ति नियोक्ता द्वारा उस उद्देश्य के लिए नामित किया जाएगा, व्यक्ति नहीं होने के कारण ठेकेदार को नियोक्ता द्वारा पर्याप्त माने जाने वाले कारणों के लिए आपत्ति होगी, बशर्ते कि कोई भी व्यक्ति या शायद बाद में इस अनुबंध के तहत आर्किटेक्ट बनने के लिए नियुक्त व्यक्ति अवहेलना करने के हकदार नहीं होंगे। या किसी भी पिछले निर्णय या अनुमोदन या निर्देश को समय के लिए वास्तुकार द्वारा लिखित रूप में दिया या व्यक्त किया गया है

2.2 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

2.3 उक्त शर्तों को पढ़ा जाएगा और इस समझौते का हिस्सा माना जाएगा और इसमें शामिल पक्ष क्रमशः उक्त शर्तों का पालन करेंगे, खुद को प्रस्तुत करेंगे और कथित शर्तों में क्रमशः अपनी ओर से समझौतों का पालन करेंगे।

2.3 The said Conditions 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.

2.4 ठेकेदार द्वारा विधिवत भरा गया निविदा इस अनुबंध का हिस्सा होगा।

2.4 Tender submitted by the contractor shall form the part of this agreement.

2.5 यहां उल्लिखित चित्र, अनुबंध और दस्तावेज इस अनुबंध का आधार होंगे।

2.5 The drawings, agreement and documents mentioned herein shall form the basis of this Contract.

2.6 यह अनुबंध कार्य की सभी मदों के लिए मद दर अनुबंध माना जाता है, जैसा कि निविदा दस्तावेजों के भागा और भाग II में मात्रा और विनिर्देशों के बिल में विस्तार से वर्णित है।

2.6 This Contract is deemed to be Item Rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

2.7 कार्य आदेश संख्या _____ दिनांक _____ इस समझौते का हिस्सा होगा

2.7 Work order No. _____ dated _____ shall form the part of this agreement.

2.8 ठेकेदार सिविल कार्यों, विद्युत प्रतिष्ठानों, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को उक्त शर्तों में निर्धारित तरीके से करने के लिए हर उचित सुविधा वहन करेगा, और दीवारों, फर्श आदि को हुए किसी भी नुकसान की भरपाई करेगा। ऐसे कार्यों के पूरा होने के बाद।

2.8 The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings 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.

2.9 नियोक्ता इस अनुबंध पर प्रतिकूल प्रभाव डाले बिना किसी भी काम के आइटम को जोड़ने या छोड़ने या अनुबंध की अवधि के दौरान किसी भी समय किए गए कार्यों के कुछ हिस्सों को जोड़कर काम के चित्र और प्रकृति को बदलने का अधिकार सुरक्षित रखता है।

2.9 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 carried out at any time during the currency of Contract, without prejudice to this Contract.

2.9.1 समय को इस अनुबंध का सार माना जाएगा और ठेकेदार एतद्वारा उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के दिन से काम शुरू करने और पूरे काम को 04 सप्ताह के भीतर पूरा करने के लिए सहमत है। कार्य आदेश की तिथि के 10वें दिन से, फिर भी समय के विस्तार के प्रावधानों के अधीन होगा।

2.9.1 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within **04 weeks** from 10th day of the date of work order subject nevertheless to the provisions for the extension of time.

2.9.2 इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, मुंबई -400008 में किए जाएंगे।

2.9.2 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Byculla, Mumbai-400008

2.9.3 इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और इसे निर्धारित करने के लिए केवल मुंबई की अदालतों का अधिकार क्षेत्र होगा।

2.9.3 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.

2.9.4 इस अनुबंध के हिस्सों को ठेकेदार द्वारा पढ़ा गया है और ठेकेदार द्वारा पूरी तरह से समझा गया है।

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

2.9.5 परिचालन और व्यापक सभी समावेशी वार्षिक रखरखाव अनुबंध (सीएएमसी)

2.9.5 Operation and All Inclusive Comprehensive Annual Maintenance Contract (CAMC)

(ए) निविदाकर्ता मात्राओं की अनुसूची के अनुसार परिचालन और पूर्ण प्रणाली की व्यापक वार्षिक रखरखाव सेवा के लिए अलग से अपने शुल्कों को उद्धृत करेंगे। दरों में उपरोक्त कार्य को करने के लिए कामगारों के बीमा के लिए शुल्क भी शामिल होगा और रखरखाव के लिए जीएसटी को बीओक्यू में संबंधित कॉलम में उद्धृत किया जाएगा।

(a) The firms shall quote their charges separately for operation and all-inclusive comprehensive annual maintenance service of complete system as per schedule of quantities. The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST for maintenance shall be quoted in respective column in the BOQ.

(ब) फर्म को प्रत्येक मशीन के लिए सोमवार से शनिवार तक सार्वजनिक अवकाशों सहित आधे दिन के लिए एक अर्धकुशल व्यक्ति को तैनात करना होगा, जो मशीन के संचालन, लोडिंग, जैविक अपशिष्ट को उतारने, यदि आवश्यक हो तो अपशिष्ट को अलग करने सहित मशीन के अनुरूप कार्य करेगा तथा बैंक द्वारा वांछित संबंधित साइट पर शुरू से अंत तक सभी संबंधित गतिविधियों को पूरा करेगा, जब तक कि खाद को दिए गए ट्रे में एकत्र नहीं कर लिया जाता है और वांछित स्थान पर संग्रहीत नहीं कर लिया जाता है।

लॉग बुक रखरखाव: ऑपरेटर द्वारा सिस्टम को संचालित करने के लिए दैनिक आधार पर लॉग बुक बनाए रखी जाएगी और यदि कोई खराबी आती है तो उसका रिकॉर्ड रखा जाएगा और उसे साप्ताहिक आधार पर सत्यापन के लिए बैंक के अधिकारियों के समक्ष प्रस्तुत किया जाएगा। इसके अलावा, OWC सिस्टम की अनुबंध अवधि के दौरान बैंक द्वारा कर्मचारियों/सामग्री के रूप में कोई सहायता प्रदान नहीं की जाएगी। बैंक द्वारा केवल आवश्यक बिजली आपूर्ति और पानी उपलब्ध कराया जाएगा।

समय-समय पर सिस्टम का निरीक्षण, रखरखाव/सेवा की जाएगी। आवधिकता त्रैमासिक होगी।

व्यापक वार्षिक रखरखाव सेवा के शुल्क में सेवा अनुबंध अवधि के दौरान सिस्टम के किसी भी हिस्से का प्रतिस्थापन, जिसमें सभी आवश्यक पुर्जे, उपभोग्य वस्तुएं, श्रम आदि शामिल हैं, शामिल होगा। एएमसी अवधि के दौरान पाए गए रोटेटिंग रॉड, श्रेडर, मूविंग पार्ट्स, डिस्ले यूनिट, सभी स्पेयर पार्ट्स और सिस्टम/सब-असेंबली के आंतरिक नियंत्रण/पावर वायरिंग/केबलिंग के प्रतिस्थापन सहित किसी भी दोष को बैंक को किसी अतिरिक्त लागत के बिना फर्म द्वारा सुधारा/प्रतिस्थापित किया जाएगा। इस अवधि के दौरान तिमाही में एक बार संपूर्ण ओडब्ल्यूसी मशीनों की पूरी सर्विसिंग और सफाई की जाएगी, जिसमें किसी भी संख्या में ब्रेकडाउन कॉल को अटेंड करना शामिल है। एएमसी अवधि के दौरान, ओडब्ल्यूसी मशीन का कम से कम मासिक आधार पर या जब भी आवश्यक हो, एक सक्षम, प्रशिक्षित सेवा इंजीनियर को नियुक्त करके निरीक्षण और जांच की जाएगी।

(b) Firm has to deploy one semiskilled person for each machine on half day basis from Monday to Saturday including Public Holidays for operation, loading, unloading of organic waste including segregation of waste, if required, to suit the machine and all the related activities required at respective site as desired by the Bank from start to finish till the manure is collected in given tray and stored at desired location.

Log Book Maintenance: Log book shall be maintained by the operator for operating the system on daily basis and keep record of breakdown, if any and same shall be put up to Bank's officials for verification on weekly basis.

Further, Bank will not provide any assistance in the form of men/material during the contract period of the OWC system. Only required Power supply and water will be provided by the Bank.

The system shall be inspected, upkeep/serviced periodically. The periodicity shall be **quarterly**.

The charges for all-inclusive comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables labour etc. during service contract period. Any defects including replacement of rotating rod, shredder, moving parts, display unit, all spare parts and internal control / power wiring/cabling of the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the firm without any additional cost to the Bank.

During this period full servicing and cleaning of complete OWC machines once in a quarter shall be done including attending ANY NUMBER of breakdown calls. During AMC period, the OWC machine shall be inspected and checked by deputing a competent, trained service engineer at least monthly basis or as and when required.

2.9.6 सीएएमसी के दौरान सुधार में देरी के लिए जुर्माना:

2.9.6 Penalty for delay in rectification during CAMC:

वार्षिक रखरखाव सेवा अवधि के दौरान, सिस्टम में किसी भी खराबी को सूचना प्राप्त होने के 2 दिनों के भीतर ठीक किया जाएगा। इसलिए, उद्धृत दरों में निकटतम सर्विस स्टेशन से यात्रा लागत सहित सभी लागतों को ध्यान में रखा जाएगा। ऊपर बताए गए अनुसार एएमसी अवधि के दौरान 2 दिनों की अवधि के भीतर सिस्टम में खराबी को ठीक नहीं किया जाता है, तो सर्वसमावेशी व्यापक वार्षिक रखरखाव सेवा शुल्क के अधिकतम 50% के अधीन 1000 / - प्रति दिन का जुर्माना होगा।

During the all-inclusive comprehensive annual maintenance contract period, any fault in the system shall be rectified within 2 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.1000/- per day subject to maximum of 50% of the comprehensive annual maintenance contract charges, if the defect in the system is not rectified within the period of 2 days during the AMC period as stated above.

परिचालन और सर्वसमावेशी व्यापक वार्षिक रखरखाव सेवा (सीएएमसी) के दौरान सेवा शुल्क का भुगतानः.

2.9.7 Payment of operation and service charges during all-inclusive comprehensive annual maintenance service (CAMC):

परिचालन अवधि के दौरान भुगतान मासिक आधार पर किया जाएगा तथा सीएएमसी अवधि का भुगतान संतोषजनक सेवा प्रदान करने पर तिमाही आधार पर किया जाएगा।

The payment during the period of operation shall be made on monthly basis and that of CAMC period shall be made on Quarterly basis on rendering satisfactory service.

2.9.8 मैन पावर की तैनाती के लिए परिचालन अनुबंध राशि (न्यूनतम मजदूरी + ठेकेदार लाभ + कर) प्रति वर्ष के आधार पर मानी जाएगी। एएमसी अवधि के दौरान, सरकार द्वारा न्यूनतम मजदूरी और करों में किसी भी संशोधन का वहन फर्म द्वारा किया जाएगा। हालांकि, अगर बीच में सीएलसी (भारत सरकार द्वारा) द्वारा न्यूनतम मजदूरी में कोई संशोधन होता है, तो फर्म शुरू में लागत वहन करेगी और एएमसी के नवीनीकरण के समय, बैंक अंतर राशि की प्रतिपूर्ति करेगा।

Operation 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 paid by the Bank. However, if there is any revision in-between in minimum wages by CLC (by Govt. of India), firm will bear the cost initially and at the time of renewal of AMC, the Bank will reimburse the difference amount.

The service contract shall be renewed for a further additional period of at least 2 years after the initial annual service contract period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$A_C = A_P [(15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P))] \times 1/100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.

CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

2.9.9 सफल निविदाकर्ता बैंक के साथ सिस्टम के व्यापक वार्षिक रखरखाव अनुबंध के लिए एक समझौता करेगा।

2.9.9 The successful firm shall enter into an agreement for all-inclusive comprehensive annual maintenance contract of the system with the Bank.

2.9.10 गैर-प्रकटीकरण खंड: ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और बैंक के बुनियादी ढांचे/प्रणाली/उपकरण आदि का खुलासा नहीं करेगा जो ठेकेदार के पेशे या ज्ञान में उसके संविदात्मक दायित्वों के निर्वहन के दौरान आ सकता है। समझौते के संबंध में, किसी भी तीसरे पक्ष को और हर समय इसे सबसे अधिक विश्वास में रखेगा। ठेकेदार अनुबंध के विवरण को निजी और गोपनीय के रूप में मानेगा, इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा को छोड़कर। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्यों के चींटी विवरणों को प्रकाशित करने, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपरोक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध के उल्लंघन के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपायों का पीछा करने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा कि इस समझौते के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्व पूरी तरह से संतुष्ट हैं। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या समाप्ति से बचे रहेंगे।

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

2.9.12 यौन उत्पीड़न खंड: बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी पीड़ित कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि

ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो किसी भी मौद्रिक मुआवजे के लिए ठेकेदार जिम्मेदार होगा, जिसका भुगतान करने की आवश्यकता हो सकती है, यदि घटना में कर्मचारी शामिल है। कार्यस्थल और संबंधित मुद्दों पर यौन उत्पीड़न की रोकथाम के बारे में अपने कर्मचारी को शिक्षित करने के लिए ठेकेदार जिम्मेदार होगा। ठेकेदार अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची प्रदान करेगा जो बैंक के परिसर में तैनात हैं।

2.9.12 Sexual harassment Clause: 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.

The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issue.

The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.

2.9.13 अप्रत्याशित घटना: यदि कोई भी पक्ष इस समझौते के तहत अपने नियंत्रण से परे एक घटना की घटना के कारण अपने दायित्वों को पूरा करने में असमर्थ है (जैसे भगवान के कार्य, युद्ध जैसी स्थिति, दंगे, श्रमिक हड़ताल, सरकारी कार्रवाई, भूकंप, चक्रवात, आंधी, और अन्य प्राकृतिक आपदाएं, आदि), उस पक्ष को इस अनुबंध के तहत चूककर्ता नहीं माना जाएगा। प्रत्येक पक्ष इस अनुबंध के तहत प्रदर्शन को जारी रखने के लिए सभी उचित प्रयासों का उपयोग करने के लिए सहमत है। यदि अप्रत्याशित घटना के कारण गैर-प्रदर्शन की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पक्ष की प्रदर्शन करने की क्षमता इतनी प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस अनुबंध को समाप्त कर सकता है।

2.9.13 Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

यदि ठेकेदार एक साझेदारी या एक व्यक्ति है	इस बात के साक्ष्य में कि नियोक्ता और ठेकेदार ने इन उपहारों के लिए अपना-अपना हाथ निर्धारित किया है और इसके पहले दिन और वर्ष के दो डुप्लीकेट ऊपर लिखे गए हैं।
If the Contractor is a partnership or an individual	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 herein above written.
यदि ठेकेदार एक कंपनी है	इस बात के साक्ष्य में कि नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन उपहारों के लिए अपना हाथ रखा है और ठेकेदार ने अपनी सामान्य मुहर को यहां चिपका दिया है और उक्त दो डुप्लीकेट को अपनी ओर से निष्पादित किया है, दिन और वर्ष पहले यहां लिखा गया है।

If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
--------------------------------	--

SIGNED AND DELIVERED by Reserve Bank of India, _____

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party is a
Partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of -

Witness -

1. _____

Address _____

2. _____

Address _____

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 -
Witness –

1. _____

2. _____

If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the articles of association.

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

1. _____

2. _____

If the Contract is signed by the hand of power of attorney, whether a company or an individual.

SIGNED AND DELIVERED BY -
the Contractor by the hand of
Shri _____

_____ and duly constituted attorney.

Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Section III

General Instructions to Firms and Special Conditions

3.1 Commercial conditions:

3.1.1 E-tenders are invited for Repairing, Operation and All-inclusive Comprehensive Annual Maintenance Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon Quarters at Mumbai for an estimated cost of Rs. 6.55 Lakhs.

3.1.2. Eligibility Criteria:

Bidders will be allowed to view /download online tender from 06:00 PM of 21.07.2025. **The firms which do not comply with the following pre-qualification criteria and do not submit EMD, part II of the tender submitted by them will not be considered for opening.**

- The intending firm must have minimum 2 years of experience in carrying out repair / maintenance, operation of OWC machine for office buildings/commercial premises. The work should have been completed on or before May 31, 2025.
- Should have service setup at Mumbai for rendering after sales service. The address proof should be uploaded along with part I of the tender for verification.
- The contractors shall upload the copy of at least two work orders or work completion certificates on MSTC site to satisfy the Bank about their eligibility.
- Should have service setup at Mumbai for rendering service. The address proof should be attached along with the part I of the tender for verification.

Part II of the tender submitted by a firm who is found to be not satisfying the above criteria will not be considered for opening.

3.1.3 Submission of tender:

Tender shall be submitted online on MSTC site.

3.2 In case of any query, firm should send the mail to estatebyculla@rbi.org.in clarify the any doubts before submitting the tender.

3.3 The tender shall be submitted / uploaded till 2:00 PM on 02.09.2025. No tender will be received/accepted after **2:00 PM on 02.09.2025** under any circumstances whatsoever.

3.4 a) Intending firms shall remit as Earnest Money a sum of **Rs.13,100.00 (Rupees Thirteen Thousand One hundred only)** by NEFT. The Earnest Money Deposit of the successful firm shall be held by the Bank as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work.

- Vendors having MSEs (Micro and Small Enterprises only) valid Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category are exempted from submission of EMD. Bidders must submit MSE (Micro and Small Enterprises only) valid registration certificate at the time of submission of tender for claiming exemption of EMD.

b) On receipt of intimation from the Bank of the acceptance of his / their tender, the successful firm shall be bound to implement the contract and within ten days thereof. The successful firm shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Bank of a tender will constitute a binding contract between the Reserve Bank of India and the firm whether such formal agreement is or is not subsequently executed.

c) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

3.5 The Firms are advised to visit the site of installation and acquaint themselves of the site conditions before submitting the tender.

3.5.1 The firms are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given

in the tender documents has any price implications, the same should be considered and included in the quoted price. **Tender containing deviation from the terms and conditions is liable for rejection.**

3.5.2 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Cell, 1st floor, Byculla, Mumbai-400008**

3.6 No request for any change in rate or conditions after the opening of the tender will be entertained.

- a. For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.
- b. The lowest bidder declared by e- tendering website may not be always actual lowest bidders. Manually all calculations shall be rechecked by the Bank and by mere declaration of L1 bidder on e- tendering website does not entitle a contractor to claim any order.

3.7 Opening of tender

Part I of the tender will be opened online on 02.09.2025 **at 03:00 PM** Date of opening of part II will be intimated to all the bidders by email.

3.8 Brief Scope of Work

3.8.1 The scope of work shall include the following.

- Repairing of the existing OWC machines as per the details mentioned in the BOQ through experienced technicians / Engineers. Any other repairs required for making the machine functional but not mentioned in the BOQ is also in the scope of the firm.
- Operation of the OWC machine by deploying one technician daily half day, including Public Holidays (except Sunday), segregating the waste, if required, processing the same for making manure and keeping the manure at designated place for usage etc. Keeping the area neat and clean.
- All-inclusive Comprehensive Annual Maintenance Contract of the machine which will include carrying out periodic preventive maintenance of the machine, attending to all the breakdown calls including spare parts required for rectification etc.

3.8.2 Firm shall use their own tools, labour and consumables etc. as required for the work.

3.9 Validity of the tender

The tender along with the prices shall remain valid initially for a period of 90 days from the date of opening, which period may be further extended by mutual agreement in writing by the Firm and the Firm shall not cancel or withdraw the tender during this period.

3.10 Lowest Tender Not Necessarily to Be Accepted

3.10.1 The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

3.10.2 The firms shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though the Bank may elect to modify/withdraw the tender.

3.11 Terms of Payment

i) Payment of repairing works of the machines will be made after satisfactorily completion of the work subject to deduction of applicable taxes.

ii) Payment of operation of machine will be made on monthly basis subject to deduction of applicable taxes and submission of copy of the attendance sheet duly signed by colony Caretaker.

iii) Payment during the CAMC period shall be **made on Quarterly basis** after rendering satisfactory service subject to deduction of applicable taxes.

The prices quoted shall include all applicable taxes etc.

3.12 Insurance

The contractor shall, within 10 days from the date of work order, should submit Workmen Compensation Policy of adequate value in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**).

3.13 Completion Period

3.13.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued.

3.13.2 Damages for non-completion of repair work

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract at the rate 0.25% of contract value per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.13.3 Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be quarterly.

3.14 Payment of operation and service charges during all-inclusive comprehensive annual maintenance service (CAMC):

परिचालन अवधि के दौरान भुगतान मासिक आधार पर किया जाएगा तथा सीएएमसी अवधि का भुगतान संतोषजनक सेवा प्रदान करने पर तिमाही आधार पर किया जाएगा।

The payment during the period of operation shall be made on monthly basis and that of CAMC period shall be made on Quarterly basis on rendering satisfactory service.

मैन पावर की तैनाती के लिए परिचालन अनुबंध राशि (न्यूनतम मजदूरी + ठेकेदार लाभ + कर) प्रति वर्ष के आधार पर मानी जाएगी। एएमसी अवधि के दौरान, सरकार द्वारा न्यूनतम मजदूरी और करों में किसी भी संशोधन का वहन फर्म द्वारा किया जाएगा। हालांकि, अगर बीच में सीएलसी (भारत सरकार द्वारा) द्वारा न्यूनतम मजदूरी में कोई संशोधन होता है, तो फर्म शुरू में लागत वहन करेगी और एएमसी के नवीनीकरण के समय, बैंक अंतर राशि की प्रतिपूर्ति करेगा।

Operation 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 paid by the Bank. However, if there is any revision in-between in minimum wages by CLC (by Govt. of India), firm will bear the cost initially and at the time of renewal of AMC, the Bank will reimburse the difference amount.

The all-inclusive Comprehensive Annual Maintenance contract shall be renewed for a further additional period of at least 2 years after the initial annual service contract period of one year. While renewing the contract the new contract amount will be arrived at based on following formula:

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P)) \times 1/100]$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The successful firm shall enter into an agreement for operation and all-inclusive comprehensive annual maintenance contract of the system with the Bank.

3.15 Signing of Contract Agreement

3.15.1 The General instructions to the firms and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the firm and the work order placed shall be the basis of the final contract to be entered into with the successful firm.

3.15.2 The Firm shall go through the terms and conditions given in the general conditions of contract, special conditions herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

- 3.15.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.15.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful firm shall be bound to implement the Contract and within ten days thereof, the successful firm shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so submitting the tender, whether such contract is or is not subsequently executed.
- 3.15.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.16 Sufficiency of Schedule of Quantities

- 3.16.1 The Contractor shall be deemed to have satisfied himself before submitting the tender 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.
- 3.16.2 The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.17 Right to Accept Part Tender

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Firm.

3.18 Evaluation of the tender

Tender will be evaluated on the basis of total cost of repairing the system, operating cost of the machine and considering the effect of all-inclusive comprehensive annual maintenance service charges (CAMC). Tender will, therefore, be evaluated based on the total cost which will be arrived at as under:

Total cost = Quoted cost for repairing of machines + quoted cost of operation of OWC machines per year + Quoted charges for all-inclusive Comprehensive maintenance service contract per annum.

- 3.19 **Other Issues:** The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.
- 3.20 The firms are requested to examine the drawings, inspect the site of the work, and acquaint themselves with all local conditions, means of access to the work, nature of the work etc. before submission of tender.
- 3.21 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
- 3.22 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centring, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
- 3.23 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the quoted amount, subject to such variations as are provided for herein.

- 3.24 The successful firm is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates without additional cost to the Bank. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- 3.25 **Minimum wages/ Gratuity act / contract labour Act to the workmen:** The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.
- 3.26 **Labour License:** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.
- 3.27 The successful firm must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.
- 3.28 In a tender, either the Indian agent on behalf of the Principal/OEM or the Principal/OEM itself can bid and both cannot bid simultaneously. Further, if an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM.

Witness

Address

Date

Signature of firm

Address

Date

Section (IV)

Safety Code

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

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation .
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis , removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Seal & Signature of the firm.

Section-V
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 tender for repairing, operating and All-inclusive comprehensive annual maintenance contract of OWC System in Bank's Gokuldharm and Santacruz Quarters at Mumbai.

2. **Scope of Contract**: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank'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 variation so necessitated shall be dealt with under clause 17 hereof.

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. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **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.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the tender. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **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.

10. **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 is authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **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 Banks Engineer 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.

12. **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.
13. 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.
14. **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 submitting the tender 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 or 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 requires.

All authorised 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 authorised 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 plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the tender 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. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the tender, or, if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon

the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. **Certificate of virtual completion and defects liability period** : The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **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.
23. **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.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee 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. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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.

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 be 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.
26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. **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.

29. **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 ten 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.
- (vi) Or breach of any terms and condition

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 hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of ten 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 shall thereupon 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.

30. 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 shall be made in accordance with Clause 17 hereof.

31. Certificates and Payments: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the tender as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the tender as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to

the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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 tender carry interest at the rate named in the tender 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. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
34. **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. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 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 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.

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

36. 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

37. 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.

Return of surplus materials

38. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

39. 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.

40. Non-disclosure clause.

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

41. Sexual harassment Clause.

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.

42. Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Place:

Date:

Seal and Signature of the firm

The condition Herein before Referred To

1.	Date of Commencement	10 th day from the date of work order.
2.	Date of Completion	Date of virtual completion certificate.
3.	Rate of liquidated damages for non-completion of work.	As per clause 3.13.2 mentioned in part I of the tedner.
4.	Value of works for interim certificates	Nil
5.	Period for honouring certificates	NA
6.	Interest for delayed payment	3% per annum

Place:

Seal & signature of the firm

Date:

SECTION-VI

Check List

**Repairing, Operation and All-inclusive Comprehensive Annual Maintenance
Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon
Quarters at Mumbai**

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of part-I of the tender.	
2	EMD	Rs. 13,100.00 (Rupees Thirteen Thousand One Hundred only)	
3	Terms of payment	As per applicable clause 3.11 of part I of the tender.	
4	Technical specifications	As per details given in part I of the tender.	
5	Service during CAMC	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and monthly visit.	
6	Completion period	a) 04 weeks from 10th day of letter of award of work for repairing work. b) One year from date of completion of repairing work for operation of OWC machines. c) One year from date of completion of repairing work for all-inclusive comprehensive annual maintenance contract.	
7	Liquidated damages	As per clause 3.13.2 mentioned in part I of the tender.	
8	Penalty during CAMC period	Rs.1000/- per day subject to maximum of 50% of the annual maintenance charges, if the defect in the system is not rectified within the period of 2 days	

Place

Date

Seal & Signature of the firm

Annexure - A

NEFT Details

Details of Bank Account for effecting e-payments towards EMD

Name of the Institution: Reserve Bank of India, Mumbai

Address (in full): Reserve Bank of India
Estate Cell, 1st floor,
Byculla, Mumbai-400 008

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Byculla, Mumbai
2	Account Number	04869229925, IFSC Code: RBIS0MBPA04 (5 th & 10 th digit is zero)
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	-----
5	Name of the Bank	Reserve Bank of India
6	Name of the Branch	MUMBAI
7	Address of the Bank	RBI, MUMBAI
8	NEFT/IFS Code	
9	Name of the Account	

Details indicating exemption from payment of IT (if applicable):

NOTE :-

- 1. UNDER SECTION 48 OF RBI ACT 1934, RBI SHALL NOT BE LIABLE TO PAY INCOME TAX OR SUPER TAX ON ANY OF ITS INCOME, PROFITS OR GAINS.***
- 2. PLEASE DON'T REMIT THE PAYMENT THROUGH RTGS. PLEASE MAKE THE PAYMENT BY NEFT ONLY.**

**Reserve Bank of India
Estate Cell / Byculla**

Unprices BOQ

**Repairing, Operation and All-inclusive Comprehensive Annual Maintenance
Contract of Organic Waste Converter installed at Bank's Santacruz and Goregaon
Quarters at Mumbai**

Sr.No.	Description of item	Qty.	Unit
A	Repairing of OWC machines		
i)	Repairing of 150 Kg per day capacity Reddonatura make existing OWC machine installed at Santacruz Quarters comprising of the following works: Repair / replacement of display, rewinding of shredder motor, replacement of bearings, limit switches, oiling / greasing, welding of panel door. Work also includes programming and replacement of faulty wiring, if any. The rates should be inclusive of any other repair work other than as mentioned above but required to make the machine operational. The quoted rates should also be inclusive of applicable taxes, labour, transportation etc.required for the work.	1	Nos
ii)	Repairing of 150 Kg per day capacity Reddonatura make existing OWC machine installed at Gokuldharm, Goregaon Quarters comprising of the following works: Repair / replacement of display, rewinding of shredder motor, replacement of bearings, limit switches and selector switch, oiling / greasing etc. Work also includes programming and replacement of faulty wiring, if any. The rates should be inclusive of any other repair work other than as mentioned above but required to make the machine operational. The quoted rates should also be inclusive of applicable taxes, labour, transportation etc. required for the work.	1	Nos.
B	Operation of the OWC		
i)	Operation of Reddonatura make existing OWC machines installed at Bank's Santacruz and Gokuldharm Quarters by deploying one semiskilled person for each machine on half day basis from Monday to Saturday including Public Holidays for operation, loading, unloading of organic waste including segregation of waste to suit the machine and all the related activities required at respective site as desired by the Bank from start to finish till the manure is collected in given tray and stored at desired location. The charges should be inclusive of minimum wages, applicable taxes, overhead and profit etc.	2	Nos.
C	All-inclusive Comprehensive Annual Maintenance Contract		
i)	All-inclusive Comprehensive Annual Maintenance Contract of Reddonatura make existing OWC machines mentioned at Sr.No. A(i) & A(ii) above, payable on quarterly basis after rendering satisfactory services.	2	Nos

	Rates should be inclusive of applicable taxes, required labour, spare parts etc.		
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Place:

(Seal and Signature of the firm)

Date: