



RESERVE BANK STAFF COLLEGE
रिज़र्व बैंक स्टाफ महाविद्यालय

Estate Cell, Chennai - 600 018

Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai - 600018

NOTICE INVITING TENDER

Reserve Bank Staff College invites e-tenders, under two part system (part I and Part II - price bid) from a Firm or an Original Equipment Manufacturer (OEM) of the RO plant or Authorised dealers / distributors of the OEM of the RO plant for the work of “**Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai – 600018**”, as per the Schedule of Tender (SOT). The tendering will be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>).

The SITC is estimated to cost ₹ 4.50 Lakh and installation is required to be completed within **02 (two) months** from the **10th day** of issue of written order to commence the work. The corresponding Comprehensive Annual Maintenance Contract (CAMC) for the Plant and Contract for operation of Plant shall be valid for an initial period of 5 years and shall be renewable as applicable and detailed in the tender document.

SCHEDULE OF TENDER (SOT):

a. e-Tender No.	RBI/RBSC//118/20-21/ET/118
b. Name of Tender	Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai
c. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	02.09.2020 from 2.00 P M
e. Earnest Money Deposit	Rs. 9000/- by 1. NEFT/ RTGS



(Micro and Small Enterprises are exempted from remittance of EMD)	Beneficiary Name: RBSC CHENNAI IFSC: RBIS0SCPA01 Account No.: 186003001 or 2. Bank Guarantee in the prescribed format
f. Pre Bid Meeting	11.09.2020 at 11.30 A M at Conference Room, RBSC
g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	16.09.2020 from 02.00 P M
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid along with EMD.	01.10.2020 at 02.00 P M
i. Date/ time/Venue of opening of Tender Part I	01.10.2020 at 03.00 P M at Reserve Bank Staff College. (Part II will be opened on a later date after evaluation of Part I. Opening of Part II will be intimated to qualified tenderers)
j. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through /NEFT/RTGS in favour of MSTC LIMITED
k. Address for Communication	The Principal Reserve Bank Staff College 359, Anna Salai, Teynampet, Chennai 600 018 e-mail:- principalrbsc@rbi.org.in

Tender document can be downloaded from RBI website - www.rbi.org.in - and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The College reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Chief General Manager/Principal
Reserve Bank Staff College
359, Anna Salai, Teynampet
Chennai**



रिज़र्व बैंक स्टाफ महाविद्यालय / RESERVE BANK STAFF COLLEGE

संपदा विभाग, चेन्नै- 600 018 / Estate Cell, Chennai - 600 018

e- Tender – No. RBI/RBSC//118/2020-21/ET/118

For

Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet , Chennai - 600018.

PART - I

(Technical Bid)

Name of Tenderer _____

Address _____

Due Date and time of Submission of e-Tender : 2:00 PM on 01.10.2020

Estate Cell

Reserve Bank Staff College

Chennai -600018

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

विषयवस्तु INDEX-Contents

Table of Contents

Notice Inviting Tender	4
DISCLAIMER	5
SCHEDULE OF TENDER (SOT)	6
Section I	7
Form of Tender	7
Important instructions for e-procurement through MSTC-portal	10
Section II	14
Commercial conditions and General instructions to tenderer(s).....	14
1.0. Commercial Conditions.....	14
1.1. Eligibility criteria:	14
2.0. General Instructions to Tenderers	15
2.1. Part 1 – Technical and Commercial.....	15
2.2. Part II – Price Bid.....	17
2.3. Scope of Work:	17
Section III	30
Safety Code and Fire safety.....	30
Section IV.....	33
General Conditions of Contract (GCC).....	33
1.1 The Conditions Hereinbefore referred to.....	33
1.2 Appendix Hereinbefore Referred To	63
Section V.....	64
Special Conditions of Contract (SCC).....	64
Section VI.....	71
Technical specifications and requirements for installation of the RO plant	71
1.0 Scope of work:	71
1.1 Requirements:	71
1.2 Water treatment standards:	72
1.3 Water distribution details:.....	72
2.0. Supply and installation of RO plant:.....	72
2.1. Main components:	72
2.2. General features:	78
2.3. Quality:.....	79
2.4. Inspection of materials/ work at site:.....	80
2.5. Test certificates for supplied parts:	81
2.6. Acceptance Testing:	81

3.0. Comprehensive Annual Maintenance Contract (CAMC).....	82
3.1. Minimum frequency of replacement:.....	82
3.2. Important instructions:	83
3.3. Periodical Visits/ Tests to be performed:	83
4.0. Annual Operation and Maintenance Contract (AOMC).....	83
4.1. Minimum stock maintenance:	85
4.2. Periodical Visits/ Tests to be performed:	85
5.0. Documentation:.....	85
6.0. List of approved makes / manufacturers of materials.	86
Section VII.....	88
Un-priced Schedule of Quantities	88
Annexure – 1A - Articles of Agreement (Proforma) – For supply and installation scope.	89
Annexure-1B (Proforma) – Articles of Agreement - Contract for Annual Operation and Maintenance of Plant	95
Annexure II – Format for Power of Attorney.....	100
Annexure III – Format for Performance Security Bank Guarantee	102
Annexure IV – Proforma of Bank Guarantee for EMD/ Bid Security	105
Annexure V - CHECKLIST OF DOCUMENTS TO BE UPLOADED.....	108
Annexure VI – Basic Information.....	111
Annexure VII - Details of similar qualifying works executed before 5 years	113
Annexure-VIII - Details of similar qualifying works executed during the last 5 years.	114
Annexure –IX - Client’s certificate reg. performance of contractor	115
Annexure –X - Form of Bankers' certificate from a Scheduled Bank.....	117
Annexure –XI - Details of Service/Maintenance Set up at the place of work.....	118
Annexure XII - Schedule of Technical Deviations if any	119
Annexure XIII - Details of Bankers	120

Notice Inviting Tender

Reserve Bank Staff College (hereinafter referred to as “the Employer”) invites e-tenders, under two part system(part I and Part II - price bid) from a Firm or an Original Equipment Manufacturer (OEM) of the RO plant or Authorised dealers / distributors of the OEM of the RO plant for the work of “**Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai – 600018**”, as per the schedule of tender given in page 6. The tendering will be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>).

The SITC is estimated to cost ₹ 4.50 Lakh and installation is required to be completed within **02 (two) months** from the **10th day** of issue of written order to commence the work. The corresponding Comprehensive Annual Maintenance Contract (CAMC) for the Plant and Contract for operation of Plant shall be valid for an initial period of 5 years and shall be renewable as applicable and detailed in the tender document.

Tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects **on or before October 1, 2020 up to 02.00 p.m.** Tenderers shall submit tender proposal along with refundable EMD of ₹ 9000/-, as prescribed in the tender. The technical bids (Part I) of the Tender will be **opened electronically on October 1, 2020 at 03.00 pm.** In the event of any date indicated above being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein. Financial bid (Part II) of only those tenderers who are found to be eligible on evaluation of their Part I documents will be opened with due intimation to the tenderers via electronic mode only.

Tender document can be downloaded from RBI website - www.rbi.org.in - and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Employer reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Chief General Manager/Principal
Reserve Bank Staff College
359, Anna Salai, Teynampet
Chennai**

DISCLAIMER

Reserve Bank Staff College, Estate Cell, Chennai, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank Staff College has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBSC in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank Staff College reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

SCHEDULE OF TENDER (SOT)

a. e-Tender No.	RBI/RBSC//118/20-21/ET/118
b. Name of Tender	Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet , Chennai
c. Mode of Tender	e-Procurement System (Online Part I – Pre-qualification criteria and Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of Notice Inviting Tender (NIT) available to parties to download	02.09.2020 from 2.00 P M
e. Earnest Money Deposit (Micro and Small Enterprises are exempted from remittance of EMD)	Rs. 9000/- by 1. NEFT/ RTGS Beneficiary Name: RBSC CHENNAI IFSC: RBIS0SCPA01 Account No.: 186003001 or 2. Bank Guarantee in the prescribed format
f. Pre Bid Meeting	11.09.2020 at 11.30 A M at Conference Room, RBSC
g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at	16.09.2020 from 02.00 P M www.mstcecommerce.com/eprochome/rbi
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid along with EMD.	01.10.2020 at 02.00 P M
i. Date/ time/Venue of opening of Tender Part I	01.10.2020 at 03.00 P M at Reserve Bank Staff College. (Part II will be opened on a later date after evaluation of Part I. Opening of Part II will be intimated to qualified tenderers)
j. Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway through /NEFT/RTGS in favour of MSTC LIMITED
k. Address for Communication	The Principal Reserve Bank Staff College 359, Anna Salai, Teynampet, Chennai 600 018 e-mail:- principalrbsc@rbi.org.in

Section I

Form of Tender

To

The Principal,
Reserve Bank Staff College,
Teynampet,
Chennai – 600 018.

Dear Sir/Madam,

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have 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 tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, 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)	Name of the work:	Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai
(b)	Estimated Cost of the work	₹ 4.5 Lakh
(c)	Earnest Money	₹ 9000/-
(d)	Date of Commencement	Within 10 days from the date of written order to commence the work.

(e)	Time for completion of the work	02 months, which shall be reckoned from the 10 th day of issue of written order to commence the work – for installation and commissioning
-----	---------------------------------	--

I/We agree to the following:

1. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.
2. I / we have deposited a sum of **Rs. 9000/-** as Earnest Money Deposit with the Reserve Bank Staff College, which amount shall not bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/ us to the Reserve Bank of India/ Reserve Bank Staff College.
3. I/We confirm that the tender submitted by me/us is conforming to all the terms and conditions mentioned in the tender document.
4. I/We agree that our Tender will remain valid for acceptance by the Employer 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 Employer and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit valid during the entire period of validity of Tender.
5. I/We do here by declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India/Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
6. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to RBSC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
7. I/We understand that the Employer reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

Dated this _____ day of _____ 2020.

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 _____

Important instructions for e-procurement through MSTC-portal

Tenderers are requested to read the terms & conditions of this tender before submitting their online tender.

Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of 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 PC 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 HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprchome/rbi

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 e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

4.1. Shri Shaji Thomas (Manager, Estate Cell)

044 - 24302728 (shajithomas@rbi.org.in)

4.2. Shri Godwin Justin (AM, Estate Department)

044 - 24302729 (godwinjustin@rbi.org.in)

Contact person (MSTC Ltd):

1) Shri V. Ganesh Moorthy (9176616410)

2) Shri Shanmugam - 9176397264

Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirements:

- 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.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

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)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprichome/rbi .Tenders will be opened electronically on specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

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. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE

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.

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 Email ID 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).

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

Bidding in e-Tender:

1. **Earnest Money Deposit** for an applicable sum shall be remitted by all intending tenderer to Bank Account of Reserve Bank Staff College before the closing time of bid submission.

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.

2. The process involves electronic bidding for submission of Technical and Commercial Bid.

3. 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.

4. The vendor should have 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, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.

5. After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids
6. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
7. In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
8. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
9. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
10. 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.
11. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
12. Employer 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. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

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.

Section II

Commercial conditions and General instructions to tenderer(s)

1.0. Commercial Conditions

E-tenders for the work of “**Supply, Installation, Testing, Commissioning of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Chennai – 600018**” comprising two parts, viz, Part I (Techno-Commercial Bid) and Part II (Price Bid). Part I of the tender should be uploaded and Part II (Price-Bid) containing prices only should be filled-in in the respective fields of Price bid format in MSTC website under RBI Portal’ not later than **14:00 Hrs on October 01, 2020**. Part I (Techno-Commercial Bid) of the tender shall be opened at **15:00 hrs. on October 01, 2020**.

1.1. Eligibility criteria:

a) The tenderer must be a Firm or an Original Equipment Manufacturer (OEM) of the offered RO plant or must be an Authorised dealer / distributor of the OEM of the offered RO plant with prior experience as detailed in next paragraphs. Necessary documents in support of the above shall be submitted by uploading the documents along with tender Part-I.

b) **Experience prior to five years:** -The tenderer must have experience of minimum 5 years in the field of undertaking the work of Supply, Installation, Testing and Commissioning (SITC) of atleast 500 LPH Reverse Osmosis Plant and Annual Maintenance Contract for Operation & Maintenance of RO plants. *For establishing the same, the tenderer should submit copy/ies of work order/s for such similar work/s*, issued to the tenderer on or before August 31, 2015 and also copy of the respective completion certificate.*

c) **Qualifying Works:** -The tenderer must have successfully executed “similar works” during last 5 years, (i.e.; works completed on or after August 31, 2015), individually costing as under:

(a) Three works each costing not less than 40% of estimated cost .

OR

(b) Two works each costing not less than 50% of estimated cost.

OR

(c) One work costing not less than 80% of estimated cost.

Note1:-*Similar work means ‘Supply, Installation, Testing and Commissioning (SITC) of Reverse Osmosis Plant of atleast 250 LPH’

Note 2:- For establishing the aforesaid qualification, the tenderer should submit copy/ies of work order/s for such similar work/s, issued to the tenderer on or after August 31, 2015 and also copy/ies of the respective completion certificate/s.

d) Have a minimum yearly turnover of 100% of estimated cost during the last 3 years (2017-18, 2018-19 and 2019-20) supported by audited financial statements.

e) Have a service set up in Chennai for rendering after sales service of the Plant, CAMC and Operation of Plant.

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

1.3. Tenderers shall upload all the documents in the MSTC portal as per the checklist given in **Annexure V** with suitable file names as indicated thereto.

Note 3:- (Regarding client certificate) to be uploaded as per Annexure IX:

- In respect of Government Departments/Public sector Undertakings the client certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higherrank.

- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be enclosed.

Note 4:-The tenderer shall submit above document/s, in original, as and when demanded by the College.

1.4. Non-submission of the above documents may lead to disqualification of the tenderer. Bids containing false and / or inadequate information are also liable for rejection.

1.5. Part II (Price Bid) of Tender submitted by those tenderers who do not qualify the above conditions will be rejected and the EMD remitted by them will be refunded without any interest, in due course.

2.0. General Instructions to Tenderers

2.1. Part 1 – Technical and Commercial

2.1.1. Part I shall contain the un-priced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc.

2.1.2. Part I of the tender shall consist of following documents and documents as listed at **Annex V**, which shall be uploaded on MSTC Portal:

- i. All the documents which are uploaded in MSTC portal shall be duly signed by the Authorised Signatory
- ii. Proof of Transaction details of remittance of EMD (Either remitted through NEFT/ RTGS or copy of Bank Guarantee in lieu of EMD).
- iii. Power of Attorney/ authorisation with the seal of the company/ firm in the name of the person signing the tender documents, on behalf of the tenderer.
- iv. List of deviation, if any, in commercial/ technical specification.
- v. Detailed specifications of each of the offered items matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures vis-a-vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- vi. Product support for 5 years shall be given. Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking in this regard
- vii. The tenderer should have service/maintenance set-up at Chennai, address and telephone/ fax nos. of maintenance set-up shall be indicated.
- viii. Duly filled in and signed copies of client's reports (from at least two clients in the attached format, for whom similar works is executed) and Banker's certificate shall be uploaded.

2.1.3. The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

2.1.4. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract, Special Conditions of 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. **A tender containing deviation from the terms and conditions is liable for rejection.**

2.1.5. All information, correspondence letters shall be addressed to The Principal, Reserve Bank Staff College, Estate Cell, Chennai.

2.1.6. The Tenderers may visit the site of installation and acquaint themselves of the site conditions before tendering. Non-familiarity with the site conditions will not be considered a reason for not carrying out the work in strict conformity with the specifications.

2.2. Part II – Price Bid

Part II of tender shall contain only prices

- i. This part shall contain prices in Indian Rupees only for items specified in Schedule of Quantities.
- ii. Tenderers are advised to verify website for corrigendum, if any before submitting the bid.
- iii. Tenderers are requested to quote the base rates and applicable GST amount thereon separately for each item as specified in the Price-bid section in MSTC portal. The AMC rates quoted for the equipment shall be automatically multiplied by the NPV factor for 4 years. The AMC rates quoted for operation of plant shall be automatically multiplied by the NPV factor for 5 years.
- iv. No request for any change in quoted rates or conditions after the opening of the part II of the tender will be entertained.
- v. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.

2.3. Scope of Work:

The scope of work shall include the following:

- i. Supply, installation, testing and commissioning of RO plant for water purification for Reserve Bank Staff College in Chennai (the Employer).
- ii. Delivery of entire material to Reserve Bank Staff College including packing, handling, transporting, clearing, loading/unloading etc.
- iii. Installation, testing & commissioning of all the components/ equipments/ accessories etc. as per technical specifications and handing over to the Employer.
- iv. Providing Insurance as stipulated in the tender document.
- v. Providing all-inclusive warranty and service including all parts, equipment, spares, tools & tackles, labour, etc. during defect liability period (DLP) or Warranty period of 1 (ONE) year from the date of virtual completion/ handing over and during subsequent Comprehensive Annual Maintenance Contract (CAMC) for the committed period of 4 years after expiry of defect liability period of 1(ONE) year as stipulated in the tender conditions.
- vi. Providing all engineering, equipment, labour and permits required to satisfactorily complete the work as per specifications.

- vii. Providing operation and maintenance of RO plant initially for 5 years from the date of commencement of AOMC.
- viii. Extending services of **one** qualified and experienced RO plant operator for **both** operation of the plant on daily basis and providing distribution of cleaned and filled-in water cans to the designated locations in the premises.
- ix. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.

2.4. Pre-bid meeting: A pre-tender briefing meeting of the intending tenderers will be held as mentioned in the Schedule of Tender to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender documents and be present in the meeting. They may indicate any points/ conditions/ specifications which need to be clarified during the meeting. These issues will be discussed and the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

2.4.1. The clarifications on queries from the tenderers shall be uploaded in RBI website and MSTC portal as corrigendum. No separate communication will be sent for the same. No queries/ doubts/ requests shall be entertained after the date of pre-bid meeting.

2.4.2. Clarifications if any, with respect to General Conditions, Special Conditions, Scope of work, specifications, drawings (if any) or any other matter required for filling up the tender shall be obtained from the Employer, during working hours of the Employer, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender in the absence of such authentic pre-clarification.

2.5. Tenders shall remain valid for acceptance by the Employer for a period of **90 days** from the date of opening of the Part I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

2.6. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down.

2.7. If any of the documents is not uploaded, the tender may be considered invalid by the Employer at its discretion.

2.8. Earnest Money Deposit for a sum as mentioned in Schedule of Tender (SOT) shall be remitted to the Bank Account of Reserve Bank Staff College on or before the date and time mentioned in the SOT either by remittance through NEFT / RTGS or submission of a Bank Guarantee in lieu of EMD as per proforma attached with this tender document.

The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: RBSC CHENNAI

IFSC: RBIS0SCPA01

Account No.: 186003001

2.9.1. Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.

The tenderers are also advised to send the proof of remittance with transaction number (scanned copy) to principalrbsc@rbi.org.in.

2.9.2. A tender which is not accompanied by EMD will not be considered.

2.9.3. The Earnest Money Deposit will be refunded to the tenderer without any interest thereon, if the tender is found not fulfilling the 'eligibility criteria' or if the tender is not accepted by the Employer. EMD of the unsuccessful tenderers shall be refunded / returned without any interest, after the work is awarded to the successful tenderer.

2.9.4. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The **EMD** submitted by the successful tenderer shall be forfeited / invoked, in case the tenderer fail(s) to commence the work awarded to him / them within the prescribed time limit and adhere to the tender conditions.

2.9. Opening of Tender: Part I will be opened online on scheduled date and time. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Price bid (Part II) of only those tenderers, who qualify the requirements of technical and commercial conditions/details will be considered for opening after scrutiny of the Part I of the tenders and Price bid (Part II) will be opened on a working day which will be intimated to all the eligible tenderers.

2.10. Evaluation of the tenders

2.10.1. The price bid consists of following components:

- i. Supply, installation, testing and Commissioning of the plant
- ii. Comprehensive AMC for regular maintenance and replacement of all the spares and components of the plant at the cost of Contractor excluding the cost of consumables.
- iii. Annual Operation and Maintenance of Plant: This shall consist of two components as detailed below:
 - a) Manpower component:

Payment of atleast minimum wages for operation of the plant by workmen/ labourer engaged for the contract in accordance with Minimum Wages Act of Government of India, should be ensured. However, tenderer can quote any amount against the

component. If tenderer quotes less than the minimum wages, the calculation for evaluation of tender shall be as detailed in the “**Minimum Base Rate for Manpower Component of AOMC**” at para 2.10.4 of the tender.

b) Service component:

Service charges includes Contractor’s Overhead Charges & Profit, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges towards testing charges, charges for providing uniform to the workmen, cost of tools, supply of required consumables / spare parts such as cartridges, chemicals, P.V.C caps for sealing the bubble top PET containers supplied by the Employer, after filling water and other materials stated in the scope of contract or any other expenses applicable.

2.10.2. The tenderers shall quote the rates per annum, for the CAMC and contract for operation. However, payments to the successful tenderer shall be made as per the terms and conditions mentioned in the “Terms of payment” in the tender document.

2.10.3. **Total Cost of Ownership:**

Tenders will be evaluated on the basis of Total Cost of Ownership (TCO) by using Net Present Value (NPV) method.

Calculation of total cost of ownership shall include the following:

- a) The capital cost (C) quoted for RO plant supply, installation, testing and commissioning.
- b) NPV of the rates quoted for (CAMC) Comprehensive all-inclusive Annual Maintenance Contract (A), for a period of 4 years after expiry of Defect Liability Period/ Warranty period of one year
- c) NPV of the rates quoted for AOMC annual charges (O) for deputing an operator at site indicated as manpower component above including the service charges indicated as Service component above, subject to payment of not less than minimum wages as indicated in the subsequent paragraph, for a period of 5 years from the date of handing over the system to the Bank.

For arriving at NPV of CAMC amount, a multiplication factor (F) will be computed as per the following parameters:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	4 years after expiry of Defect Liability period.

(d)	Payment terms for Comprehensive Annual Maintenance Contract	Quarterly payment after satisfactory completion of the service
-----	---	--

For arriving at NPV of AOMC amount, a multiplication factor (G) will be computed as per the following parameters:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	5 years from the date of commencement of AOMC
(d)	Payment terms for Annual Operation and Maintenance Contract.	Monthly payment after satisfactory completion of the service

Total Cost of Ownership, $TCO = C + F \times A + G \times O$

(F = 3.386, G = 4.538)

C= Capital cost of the RO plant

A= The amount quoted for Comprehensive Annual Maintenance Contract (CAMC) charges

O= The amount quoted for Annual Operation and Maintenance Contract (AOMC) charges

$O = M + S$

M = The amount quoted for Manpower component of AOMC charges

S = The amount quoted for Service Component of AOMC charges

The total cost of ownership (TCO) shall be worked out as above. The tenderer who quotes the lowest total cost of ownership, shall be considered the lowest tenderer.

2.10.4. Minimum Base Rate for Manpower Component of AOMC: In case, the tenderer quotes the rates for Manpower component of AOMC lower than the following rate, then the following rate of Manpower component of AOMC will be considered for calculation of Total Cost of Ownership.

Manpower Component for AOMC – **Rs. 2.75 Lakh** (Rupees Two Lakh Seventy Five Thousand Only) per Annum (Considering the minimum wages as per Government of India)

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of CAMC and AOMC during the currency of the committed contract period subject to escalation/ renewal rate formula indicated in the tender. However, the bidder should ensure payment of atleast minimum wages to the operator deployed for the work and payment to the contractor shall be made only on production of satisfactory documentary evidence for the same.

2.11. On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within **14 days (fourteen days)** thereof the successful tenderer shall execute an agreement in accordance with the draft agreement and the Schedule of Conditions. The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer. Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank Staff College of a tender in itself will constitute a binding contract between the Reserve Bank Staff College and the person so tendering, whether such agreement is or is not subsequently executed.

2.12. Bank Guarantee towards defect liability period and committed CAMC period:

After completion of the installation of the RO plant, the tenderer shall furnish an amount equal to **10% (ten percent) of the contract value of the SITC** component of the plant in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Employer as per Annexure III towards Security Deposit for the due fulfilment of the terms and obligations of the DLP and CAMC. The BG should be valid for a period of FIVE (5) years i.e. for one year DLP plus four years of CAMC. The Employer reserve the right to enforce the Bank Guarantee in case of Contractor's unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of DLP and CAMC.

2.13. Bank Guarantee towards period of Annual Operation and Maintenance Contract of the plant:

After completion of the installation of the RO plant and successful handing over and acceptance of the plant by the Employer, the tenderer shall furnish an amount equal to **5% (five percent) of the contract value of the AOMC** of the plant in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Employer as per Annexure III towards Security Deposit for the due fulfilment of the terms and obligations of the Operational AMC contract. The BG should be valid for a period of FIVE (5) years. The Employer reserves the right to enforce the Bank Guarantee in case of Contractor's unsatisfactory performance of the terms and conditions of the AOMC set out in the tender at any time during the currency of committed period of AOMC.

- 2.14.** After submission of Bank Guarantees as mentioned at clauses 2.12 & 2.13 above, the EMD will be returned/ refunded after ensuring the genuineness of both the Bank Guarantees, with the issuing Bank.
- 2.15.** All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from the Contractor's 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.
- 2.16.** The Reserve Bank Staff College does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- 2.17.** The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force /currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy etc., from an Insurance Company approved by the Employer, as per Clause 25 of the General Conditions of the Contract.
- 2.18.** 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 'Total Security Deposit' shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
- 2.19.** The Contractor shall carry out all the works strictly in accordance with drawings (if any), details, and specifications in the tender, and instructions of the Bank's Engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- 2.20.** The Contractor must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings (if any) and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.
- 2.21.** The rates quoted shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number (if GST registered). The contract value will also be subject to TDS/Withholding Tax as per law.

- 2.22.** The quoted contract value is exclusive of GST or its equivalent tax as per applicable statute and at the applicable rates at the relevant times and the same shall be reimbursed on actual on production of documentary evidence.
- 2.23.** The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 2.24.** The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Bank.
- 2.25.** The work shall be carried out strictly in accordance with the specifications in the tender document and as per the instructions by the Bank's engineer and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful tenderer should make their own arrangement to obtain all materials required for the work.
- 2.26.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over and whenever required by the Bank.
- 2.27.** The contractor shall be responsible to maintain all property and equipment of the Employer entrusted to him/her. Any damage or loss caused by the contractor's persons to the Employer in whatever shape would be recovered from the contractor.
- 2.28.** The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.
- 2.29.** In the event of any provisions of the contract, requiring to be modified, after the agreement has been signed, the modifications shall be made in writing and signed by the Employer and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying, extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer unless and until the same are incorporated in a formal instrument and signed by the Employer and the contractor. The Employer shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract.
- 2.30. Manpower deployment:**
- 2.30.1.** The Contractor shall depute persons who are physically fit for carrying out the work. The contractor shall engage only those employees, whose age is not less than 21 years.

- 2.30.2. The contractor shall make available the services of the operator cum distributor from 7:30 am to 3:30 pm daily. However, the timings may be changed, as per the convenience of the Bank and the Contractor needs to arrange manpower according to the changed timings.
- 2.30.3. The contractor should ensure that workman/ workmen as per the scope of work is deployed for **6 days of the week** which shall be deemed as working days. The contractor may ensure weekly-off, to their workmen. Payment to the workman/ workmen so deployed will be based on monthly basis, which shall be treated as 30 days for the purpose of calculation. In case of absence of an Operator, the contractor should ensure that the services of an alternate Operator, is always available for uninterrupted Operation and Maintenance of the Plant, the cost for such arrangement if any has to be included in their quote and no additional cost will be paid separately for such arrangement.
- 2.30.4. The work force to be deployed will be screened for technical capability by the Department to ensure the deployment of suitable candidate by the contractor.
- 2.30.5. Every employee so engaged by the contractor shall wear uniform, a badge bearing his/her name, and safety shoes while on duty. The said uniform, badge and safety shoes shall be provided by the contractor at his own cost.
- 2.30.6. Termination of services of any person deployed by the contractor shall be made by a letter of termination of contractor. Bank will not issue any letter in this regard.
- 2.30.7. The Contractor should credit the salary directly to the bank a/c of their staff and submit monthly bank statement showing payment of salary along with invoice. The Contractor will be responsible for opening bank accounts for their workmen. The onus of making available, all the individual accounts statements of the workmen, if demanded by the Bank is the sole responsibility of the contractor. In case the Bank receives, any complaint or if the Bank observes that the payment to the workmen are not being made as per law, the Bank shall have right to make payment to these workers at the risk and cost of the Contractor. The Bank shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor on account of any such statutory obligation.
- 2.30.8. The contractor shall comply with the provisions of all labour legislation including the requirement of:
- a. The payment of Wages Act
 - b. Employers liability Act, including P.F Act, Gratuity Act, etc.
 - c. Workmen's Compensation Act.
 - d. Contract Labour (Regulation and Abolition) Act
 - e. Apprentices Act

f. Any other act or enactment relating thereto, and rules formed there under, from time to time.

2.31. Tenderers shall quote base rate and applicable GST amount separately for each item as specified in the portal. No change in quoted rates will be accepted. Each invoice / bill shall indicate amongst other things, the contractor's PAN and G.S.T Registration Number. The Contractor shall also produce to the Employer adequate proof of remittance of G.S.T within a reasonable time from date of such remittance. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.

2.32. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, unless specifically stated in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.

2.33. Time allowed for carrying out the work, as mentioned in the Memorandum is **02months**, which shall be strictly observed by the Contractor and it shall be reckoned from the **10th day of issue of written order to commence the work.**

2.34. The work throughout the stipulated period of the contract shall be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Clause 27 of the General Conditions of the Contract. The Contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the employer.

2.35. 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 or in procuring Government controlled or other materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

2.36. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible disturbance / delay and to the satisfaction of the Bank's Engineer.

2.37. Defective Materials: Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within **Warranty period** shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at

his own cost within **2 (two)** days of receiving such directions. The Employer reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.

2.38. Approval of samples: Contractor shall have to produce samples of the material for Employer's approval if desired so by the Employer, for which no separate payment will be made. Approval of the sample by the Employer will not relieve the contractor from of his responsibility / obligation about the specifications and other stipulations in the contract.

2.39. The Contractor shall use materials of the makes / manufacturers specified in the list of material of approved make / brand / manufacturer contained in the tender clauses, strictly as per the manufacturer's specifications.

2.40. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however take care to ensure that no undue wastage of electricity & water is caused.

2.41. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto. Necessary safety measures as required by the Employer shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Employer if any laxity on his part is observed in this matter.

2.42. IS Code / other Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.

2.43. Errors, Omission and Descriptions:

Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the latter shall be adopted.

2.44. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Employer the maximum number of Labours to be engaged on a single day in the job. Any subsequent increase should be informed to the Employer without delay. If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all his labourers/workmen staff employed by him. He shall submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all designations / descriptions engaged by him for completion of the awarded job / work / project at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative(s) to verify and certify the veracity of such certificate. The contractor shall be solely responsible for any

violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank Staff College, Chennai indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. The Employer will not be responsible for any accident, injury caused to any labourer /staff of the Contractor deployed to the site, during the course of their work /duty/off duty and thus the labourer/staff will not be entitled for any compensation from the Employer. Under the circumstances of the contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank Staff College, Chennai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's payments and Security Deposit.

2.45. EMD / Total Security Deposit / Performance Security Bank Guarantees for the Defect Liability/ Performance Guarantee Period / Contract validity period, of the successful tenderer will be forfeited / invoked, if he / they fail to comply with any conditions of the Contract.

2.46. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc, which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the 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 is 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.

2.47. Prevention of sexual harassment at work place: -

- a. The contractor / agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Employer, the complaint will be filed before the

Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaint Committee constituted by the Employer
- c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Employer's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e. The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

I / We hereby declare that I / we have read and understood the above instructions for guidance of tenderers.

Accepted with Digital Signature Certificate

Section III

Safety Code and Fire safety

1.0. Safety Code

- 1) There shall be maintained in a readily available place First Aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground / floor.
- 4) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged 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 trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- 7) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8) Workers employed on mixing and handling material water proofing / structural repair chemicals, cement mortar, concrete etc shall be provided with protective footwear and rubber hand gloves.
- 9) Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 metres from ground level.
- 10) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 11) No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.
- 12) Suitable facemasks should be supplied for use by the workers when the chemicals / paint is applied using spray guns or surface having lead paint dry rubbed and scrapped.

- 13) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 14) Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 15) The ropes used in hoisting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
- 16) Additional safety net is to be provided to cover the external work and to avoid any injury to the Employer's Staff / public / users of the premises. Personal Protection Equipment (PPE) such as safety belts, helmets etc shall be provided for the workers at the contractor's cost and the contractor shall ensure that the workers use the same while at work.
- 17) The area of work shall be barricaded and necessary screens including strong frames / supporting system shall be provided around the area to prevent spread of chemicals / paints while applied.

1.1. Fire Safety Code

- 1) Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- 2) LPG used in 'oxy-acetylene' gas cutters shall be 'industrial type'.
- 3) Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- 4) Electrical power cables / wires used shall not have any joints and shall be properly rated.
- 5) All electrical appliances i.e. welding, drilling, cutting machine, air compressors etc. shall be safely and securely earthed to prevent leakage current while in operation.
- 6) 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.
- 7) Two buckets of water and sand shall be kept in an easily accessible area on the site.
- 8) Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- 9) Used chemical / paint drums shall be stored in specified store only after closing them properly.
- 10) None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste / debris.

- 11) None of the fire extinguishers shall be removed / shifted from its designated location.
- 12) Power supply shall be switched off from the mains when equipment is not in use.
- 13) 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.
- 14) Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- 15) Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- 16) All the electrical/mechanical/electro mechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Place:

Seal & Signature of the tenderer.

Date:

Accepted with Digital Signature Certificate

Section IV

General Conditions of Contract (GCC)

1.1 The Conditions Hereinbefore referred to

Interpretation of 1. In the contract (as hereinafter defined) constructing these
Clause Conditions, the specifications, Schedule of Quantities and Contract
Agreement, the following words and expression shall have the
meaning therein assigned to them except where the subject or
context otherwise requires:

(a) "Employer" Shall mean The Reserve Bank Staff College, the Reserve
Bank of India and shall include its assigns and successors.

(b) "Contractor" "Contractor" shall mean
in the case of a
partnership firm and partners in the name
and style of
.....
.....
.....and having a place of
business at
.....
.....and shall include the partners for the time being of
the said firm the legal representatives of a deceased
partner.

In the case of "Contractor" shall mean Shri
Individual
.....
.....trading in the name and style of

.....
.....
.....
.....
.....and shall include its heirs, successors and legal representatives.

In the case of company

“Contractor” shall mean
.....
.....
a company incorporated under
.....
19..... / 20..... and having its registered office at
.....
.....
and shall include his successors and assigns.

(c) “Engineer”/
“Bank’s
Engineer”

Shall means the person appointed by the Employer to act as Engineer for the purpose of the contract and named as such in the conditions.

(d) “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.

(e) “This

Shall mean the Articles of Agreement, the Special

Contract”	conditions, the Conditions (part I and II), the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
(f) specification “	Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
(g) “Bill of Quantities “	Means the priced and completed bill of quantities forming the part of Tender
(h) “Tender”	Means The Contractor’s priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
(i) “Letter of acceptance	Means the formal acceptance by the employer of the tender
(j) “Notice in writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(k) “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.

(l) “The Works” Shall mean ‘ **Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Chennai - 600018**’ as provided herein.

Note: Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

Scope of Contract 2. 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 Bank’s Engineer. The Bank’s Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as “Employer’s Instructions” in regard to: -

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the Drawings (if any) or between the Schedule of Quantities and/ or Drawings (if any) and /or Specification.

c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.

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 inspection of any work covered up.
- g) The amending and making good of any defects under clause 21 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised 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's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer's such shall be deemed to be Bank's Engineer's instructions within the scope of the Contract.

Variations to be approved by the Employer 3. 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 Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings, Schedule of Quantities and Agreement 4. The Contract shall be executed in duplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings (if any) and of the specification and one copy of all further Drawings (if any) issued during the progress of the works. Any further copies of such Drawings (if any) required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings (if any) on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings (if any) and Specifications.

Contractor to provide everything necessary at his cost 5. The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy in the drawings (if any) or between the drawings (if any) schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.

Authorities, notices and patents 6. 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, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings (if any) or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction 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 by-laws in question, and any variation so necessitated shall be dealt with under Clause 18 thereof.

The Contractor shall bring to the attention of the Bank's Engineer 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 Bank's Engineer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all action 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.

Setting out of works. 7. 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 and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.

Materials & workmanship conform to description 8. 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 Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Employer. The contractor shall arrange for manufactures' test certificate for any material which Bank may require from time to time before the execution using intended material. **The testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.**

Contractor's superintendence and representative on the 9. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress

works. employ a competent, qualified and experienced Engineer who shall be regularly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

Dismissal of workmen. 10. 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 Consultant.

Access to works 11. The Employer, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work 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, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.

Assistant Manager / Manager 12. The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the employer. The contractor shall afford the Assistant Manager (Tech) / Manager (Tech) every facility and assistance for inspecting the works and materials and for checking and measuring the works and materials.

The Assistant Manager (Tech)/ Manger (Tech.) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials. The

work will from time to time be examined by the Assistant Manager (Tech)/ Manger (Tech.) but such examination shall not in any way exonerate the Contractor form the obligation to remedy any defects which may be found to exist at any stage of the works after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

Assignment and Subletting 13. 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 Employers and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc. 14. 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 additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings (if any) without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of 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.

Schedule of Quantities. 15. 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 18 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of quantities 16. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/ or the Schedule of Rates and Prices which rates and prices shall cover all his matters and things necessary for the proper completion of the works.

Measurement of works 17. The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or the Bank's Engineer's representative or the Assistant Manager (Tech)/ Manger (Tech.) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such an agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take

such notes and measurements as he may require.

All authorized extra works, omissions and all variations made with the Bank's Engineer's knowledge, or subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

Prices for extras etc. ascertainme nt of 18. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings (if any), or described in the specifications, 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 6 hereof or by the authority of the Bank's Engineer with the concurrence of the employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) (i) The net rates or prices in the tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(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 the items omitted 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 executed under similar conditions as aforesaid or where the

omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it 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 of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

e) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in clause 22 hereof.

f) It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

g) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on actual cost basis +15% towards the establishment charges, contractors overhead & profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any, given in the tender .If any of the items of work is omitted from the accepted tender at the sole discretion of employer, the contractor shall not be entitled to any claim on this account.

h) Wherever the **basic rate/ basic price** for the material is specified, the contractor should furnish to the Employer for verifications all the paid bills. The purchase rate shall be got approved from the Bank's Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on the measured quantity with 15% towards Over heads and profit. The basic prices are ex-godown prices exclusive of GST. The contractor shall consider factors such as transport, handling, loading and unloading etc while quoting the rates for such items.

Unfixed materials when taken into account 19. Where in any Certificate (of which the Contractor has received payment), the Bank's Engineer has included the value of any unfixed materials intended for and /or placed on or adjacent to the works such materials shall become the property of the Employer and they

to be the property of the Employer. shall not be removed except for use upon the works, without the written authority of the Bank's Engineer. The Contractor shall be liable for any loss of or damage to, such materials.

Removal of improper works 20. The Employer shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings (if any) and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

Defects after virtual completion. 21. Any defect, leakage, delamination, heaving up, shrinkage, settlement or other faults which may appear within the "Defects Liability / Performance Guarantee Period", stated in the Appendix hereto, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the

Contractor and such damage, loss and expenses shall be recoverable from him 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 moneys due to the Contractor a sum, to be determined by the Bank's Engineer 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 material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 13 and 23 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

Certificate of virtual completion & defects liability period. 22. 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 Certificate.

Nominated Sub-Contractor. 23. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by

the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing.

a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.

b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.

c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of contract as between Employer and Sub-Contractor.

Other persons employed by Employer 24. The Employer reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons 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.

Insurance in 25. The Contractor shall be responsible for all injury or damage to respect to persons, animals or things and for all damage to property which may damages to arise from any factor omission on the part of the Contractor or any persons and Sub-Contractor or any nominated Sub-Contractor or any of their property employees. The liability under this clause shall cover also, inter-alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an **All Risk Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. In case of non-submission of the

same by the contractor, the employer shall obtain such insurance at contractor's cost.

The contractor shall reinstate all damage of every sort mentioned in this Clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 2 lakh per person for any one accident or occurrence and Rs. 5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs 10 lakh. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his **own expense** effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as providing above, the employer may so insure and may deduct the premiums paid from any moneys

due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable to the contractor under this clause.

The Contractor shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due diligence to re-build or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for re-building or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their

respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a **nominated sub-contractor to commence work at the site unless the said insurance policies are submitted**. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of commencement and completion. 26. The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto, or such later date as may be specified by the Bank’s Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank’s Engineer may desire to delay on or before the “Date of Completion” stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Liquidated Damage for non-completion 27. If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 28 hereof and the Bank’s Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Employer the sum named in the Appendix as “Liquidated Damages” for the period during which the said work shall so remain incomplete and the employer may deduct such damages from any moneys due to Contractor.

Delay and extension of time 28. If in the opinion of the Bank’s Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or

dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the priced Scheduled of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract Works; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

Failure by contractor to comply with Bank's Engineer's instructions 29. If the Contractor after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further drawings (if any) and/or Bank's Engineer 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 on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the Contractor.

Termination of Contract by the 30. 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

Employer up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank's Engineer .

Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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

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

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

Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor,

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

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, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of the work using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense

or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of Contracts by Contractor 31. If the 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 Contractor, or if the works be stopped for three months under the order of the Bank's Engineer 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 at Liberty to determine the Contract by notice in writing to the Employer through the Bank's Engineer, 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 of the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 18 hereof.

Certificates and payments 32.(a) The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this

Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in Appendix as 'Total "Retention Money' after which time instalments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as 'Instalment 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 to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 21 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and

which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

(b) The Contractor has to submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Employer.

(c) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

(d) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.

(e) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

(f) Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as 'Period for honour of Certificates' after such Certificates have been delivered to the Employer.

Delayed Payment 33. Any amounts payable by the Employer to the Contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the 'Period of honouring certificates' named in the Appendix, carry interest at the rate named in the Appendix as the 'Rate of Interest for delayed payment' from the date upon which such sum ought to have been paid by the Employer until the payment.

34. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4,7,12, 20,28 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or

Matters to be finally determined by Bank any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of disputes through arbitration 35. All disputes and difference 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 within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Employer with respect to any of the exempted matter shall be final and without appeal as stated in Clause 34 hereof. But if the contractor be dissatisfied on any other matter, the contractor may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute of 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 exempted matters, referred to in the preceding Clause, and to determine all matters in 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, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of 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 party and party, and shall direct by whom and whom and in what matter the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Employer. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer'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

36. The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all

Final Bill. supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

Employer entitled to recover compensation on paid to workmen. 37. 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 form the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. 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 for all cost for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works. 38. If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

Right of Employer to terminate the contract in the event of death of 39. Without prejudice to any of the right 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.

contractor
or individual

Force Majeure 40. 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.

Sexual harassment Clause 41. 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.

Marginal Notes 42. The Marginal Notes and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken in to account in the interpretation of these present and the annexures hereto.

Payments All payment by the College under this contract will be made only at Chennai.

Jurisdiction All disputes out of or in any way connected with this contract shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.

Accepted with Digital Signature Certificate

1.2 Appendix Hereinbefore Referred To

1	Defects Liability / Performance Guarantee Period.	1 Year from the date of Virtual Completion of the work.
2	Period of Final Measurement	01 month from the date of Virtual Completion of the work.
3	Date of commencement.	Within 10 days of issue of written order to commence the work
4	Date of completion.	02 months which shall be reckoned from the 10 th day of issue of written order to commence the work.
5	Rate of Liquidated Damages.	0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
6	Performance Security Bank Guarantee.	For 10% of the accepted Capital Cost (SITC component) and for 5% of the accepted AOMC value, valid for a period of 5 years.
7	Period for honouring certificates of payment	30 Days for Running Account bills and 45 days for Final bill.
8	Interest for delayed payment	3% simple interest per annum.

Accepted with Digital Signature Certificate

Section V

Special Conditions of Contract (SCC)

- 1.1. The work shall be carried out in the space provided for the installation of the plant at Reserve Bank Staff College, Chennai. Work shall be permitted to be carried out on dates and timings as decided by the Bank's Engineer. Working beyond regular office hours and holidays may not be permissible except under exceptional conditions as agreed by the Employer. Hence, Contractor should plan the activities accordingly to ensure that work is executed without causing any hindrance/ disturbance to the occupants of the building.
- 1.2. Contractors shall acquaint themselves of the security procedures of RBSC. They shall make necessary arrangements to obtain prior permissions and passes. Any delays in work on account of delay in obtaining such passes required for working shall be accounted as delay on Contractor's part.
- 1.3. **Supply line provision for raw water feed and drain provision at the designated location shall be provided by the employer. All other pipe line arrangements have to be made by the successful tenderer. Necessary layout details have to be shared by the successful tenderer within 10 days of award of work. Any ancillary masonry works needs to be arranged by the own cost of tenderer.**
- 1.4. **Necessary power supply points and necessary sockets as recommended by the successful tenderer shall be provided by RBSC.**
- 1.5. The workmen will not be allowed to stay within the premises beyond working hours.
- 1.6. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
- 1.7. The debris/dust or any wastage generated out of the work shall be cleaned on a day to day basis. The entire debris/waste material shall be taken out of the Employer's premises as and when directed by the Bank's Engineer and disposed-off safely as per the applicable norms. The contractor will be solely responsible if any debris is noticed by the Municipal Corporation authorities and penalty levied.
- 1.8. Work shall be executed using makes / brands of materials / chemicals stipulated in the tender. Wherever contractors propose to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. In such cases the contractor shall submit necessary documents / test reports and carry out necessary tests as required by the Bank's Engineer to prove that the proposed materials conform to the technical parameters stipulated in the tender. Any additional expenditure and time due to this shall be solely on contractor's account and no claims what so ever shall be entertained in this regard.

- 1.9. The contractor shall submit a work programme to the Employer before commencement of the work so as to enable the Employer to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.
- 1.10. The Contractor shall be responsible for safety & security of their workers/materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.
- 1.11. Any damages caused to the Employer's property or residents' property by the contractor or his workers, the same shall be repaired/ rectified by the contractor at his own cost.
- 1.12. Extreme care shall be taken by the contractor to protect existing fittings/ fixtures/ structure / finishes. Any damages caused during the execution of the work shall be made good by the contractor at his own cost.
- 1.13. The work has to be done in proper coordination with any other agency engaged by the Employer.
- 1.14. The Contractor shall use only the materials approved by the Bank's Engineer from the list mentioned in the Approved list of materials and stated in the Schedule of Quantities. The Employer will be at the liberty to choose any of the brands from the said list within the scope of the quoted rates. The contractor has to arrange for the samples of all the items required for the work to seek Bank's approval at his own cost before proceeding with purchase.
- 1.15. Contractor shall procure the required quantity of the materials before commencement of work. He shall make his own arrangements for storing of their materials at site.
- 1.16. The successful tenderer shall be solely responsible for safety & security of the materials. He shall also take necessary fire prevention steps at all the times.
- 1.17. The contractor shall employ a well experienced site supervisor to supervise day-to-day works. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender.
- 1.18. **Payment terms for supply and installation:**

The payment for the supply and installation of the plant to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

100% of the quoted rates towards Capital cost after successful erection, testing, commissioning and handing over of the entire system and submission of Bank Guarantee and all the requisite documents as indicated in the tender, subject to certification of Bank's Engineer.

1.19. Warranty/ Defects Liability Period.

The entire system/ plant shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year from the date of virtual completion of the plant. During this period any defect observed in the system shall be rectified within 2 days of the observation without any additional cost to the Bank.

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 parts 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.

- 1.19.1. **Penalty for delay in rectification of fault during DLP:** There will be a penalty of **Rs.5000 /-** per day subject to maximum of 50% of the annual maintenance charges (CAMC + Operational AMC), if the defect in the system is not rectified within the period of 2 days during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

1.20. Comprehensive Annual Maintenance Contract (CAMC) after DLP period

The tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities, which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job.

- 1.20.1. The system shall be inspected, upkeep/serviced periodically. The periodicity shall be monthly and payment shall be quarterly against submission of invoice with supporting documents.
- 1.20.2. The charges for comprehensive annual maintenance service shall include replacement of any and all parts of the plant, including all required spares, etc. during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank
- 1.20.3. **Payment terms during CAMC period:** The payment towards CAMC charges will be made at the end of every quarter after satisfactory completion of the service and on production of bill for the said period along with relevant service sheets certified by Bank's Engineer, details of the spares/ components replaced, or any other document as may be necessary/ demanded by the Bank to prove the proper maintenance of the plant.
- 1.20.4. The successful tenderer shall enter into an agreement for comprehensive annual maintenance contract of the RO plant with the Employer.

1.20.5. The quoted rates are fixed for the initial first year after the DLP with no escalation applicable. Rate of the CAMC after the first year of service shall be as indicated in the following para.

1.20.6. **Renewal of Rate of CAMC:** Renewal amount of comprehensive AMC for next 3 years after defect liability period and 1st year of AMC shall be worked out as per the following formula:

$$AC = AP \{15 + 65 \times (EPIC/EPIP) + 20 \times (CPIC/CPIP)\} \times 1/100$$

AC - The contract amount of CAMC for the current year

AP - The contract amount of CAMC for the previous year

EPIC - Wholesale Price Index for Electrical products 6 months prior to the commencement date of contract for the current year

EPIP - Wholesale Price Index for Electrical products 6 months prior to the commencement date of contract for the previous year

CPIC - Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP - Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

1.20.7. **Penalty for delay in rectification during CAMC:** During the comprehensive annual maintenance service period (after DLP 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. 5000/-** 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 during the AMC period as stated above. Any penalty during the AMC period shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

1.21. **Annual Operation and Maintenance Contract (AOMC) after commissioning of the plant**

1.21.1. The tenderers shall quote their charges separately for manpower component and service component which shall be together treated as Annual Operation and Maintenance Contract rate for the purpose of billing. AOMC service as per schedule of quantities will be applicable from immediate succeeding date after acceptance of the RO plant by the Employer. The rates shall also include the charges for the insurance of the workmen for carrying out the job and the expenses towards the scope of work as described in the technical specifications of this tender document.

1.21.2. **Payment terms during annual operation and maintenance service (AOMC):** The applicable payment during the AOMC period shall be made on monthly basis on rendering satisfactory service. The Employer reserves the right to withhold the monthly payments towards the AOMC charges over and above the EMD in case the Bank Guarantee for Annual Operation and Maintenance Contract is not submitted by the tenderer. Such payments will be withheld until submission of applicable valid BG.

Payment towards AOMC for RO Plant will be subject to the following conditions:

- i. Payment in respect of manpower deployed by the contractor, will be made as per actual deployment and the firm / contractor is advised to submit proof of deployment by way of attendance registers and proof of payment of not less than minimum wages as prescribed from time to time by Government of India along with their monthly bills for AOMC charges.
- ii. Bank's official will verify the deployment of workmen at regular intervals; hence an attendance register should be maintained for verification by the Bank's officials.
- iii. The Contractors shall submit their monthly bill, for the AOMC charges, along with copies of attendance register, duly certified by the Bank's officials concerned. Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.
- iv. If the contractor should make payment of statutory dues in respect of deployment of labour for operation of the plant and provide proof of the same along with the monthly bills. The contractor shall make payment of monthly wages to the workmen deployed at Bank's premises under the scope of this tender, through bank accounts only, preferably through NEFT, and submit proof of the same along with the monthly bills. Cash payment in any form (Direct Cash Payment to workmen / Cash deposit in their accounts / Cash deposit in ATM / Payment through Bearer Cheque) will not be considered valid by the Bank. Any discrepancies found in compliance of minimum wages to the deployed manpower, the Employer has every right to impose penalty on the Contractor.
- v. In case, if the Bank requires deployment of additional workmen, for any reason, whatsoever it may be, the contractor must be in a position to provide such workmen on pro-rata basis of the contract.

The payment shall be sanctioned provided copy of following documents for a particular month, duly certified by the contractor are submitted along with monthly bill for payment:

- a) Proof of payment of all statutory dues in respect of labourer deployed, viz; EPF, ESI, bonus, etc.
- b) Copy of Attendance Register.
- c) Declaration for compliance of Contract Labour Act & Minimum Wages Act.

- d) Copies of relevant pages of 'Log Book' & 'Service Reports', showing various preventive maintenance works done, spares replaced etc.
- e) **Monthly 'Test Reports' of 'Raw' & 'Treated' water.**
- f) Bank statement showing payment of not less than minimum wages to the workmen employee deployed.
- g) Any other document as directed by Bank's Engineer / official.

The contractor must submit a certificate every month certifying the following:

- i. Wages of workers were credited to their bank accounts on _____ (Acknowledgement from the bank to be enclosed).
- ii. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (Proof to be enclosed)
- iii. EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____ (Proof to be enclosed)
- iv. "We are complying with all statutory Labour Laws including Minimum Wage Act."

1.21.3. The successful tenderer shall enter into an agreement for Operational annual maintenance contract of the RO plant with the Employer.

1.21.4. **Renewal of AOMC:** The initial contract is valid for a period of 5 years however, at the sole discretion of the Employer, the AOMC shall be considered for specified renewal period on same terms and conditions provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. The quoted rates will be firm for an initial period of 1 year from the date of commencement and subsequently, the maximum permissible increase in the Operational AMC Charges (Manpower component + Service component) will be based on CPI and WPI indices, as indicated below:

$$AC = AP \{15 + 65 \times (CPIC/CIPI) + 20 \times (EPIC/EPIP)\} \times 1/100$$

AC - The contract amount of Operational AMC** for the current year

AP - The contract amount of Operational AMC**for the previous year

EPIC - Wholesale Price Index for Chemical products 6 months prior to the commencement date of contract for the current year

EPIP - Wholesale Price Index for Chemical products 6 months prior to the commencement date of contract for the previous year

CPIC - Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP - Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

Note: **contract amount of Operational AMC = Manpower component + Service component

1.21.5. **Penalty for non-performance during AOMC period:** The Contractor shall maintain an attendance register duly certified by designated Bank's staff and attach a copy of the same with monthly bills failing which no payments shall be released. In case of absenteeism, the contractor needs to send a suitable alternative person as a substitute without hampering any operations & maintenance activities. In case, the Plant Operator, deployed by the contractor is absent and the contractor is unable to provide suitable substitute, an **amount equal to the Minimum Wages of the absent personnel, for the number of days absent, with an additional penalty of Rs.750/-per day** of absence shall be levied by the Bank and the same shall be deducted from the monthly bills, payable to the contractor.

In case of delay on part of the Contractor in supply of required material on account of which the operations of the RO plant and allied services are stopped, a penalty of **Rs. 5000/- per day** shall be levied subject to a maximum of 50% of the Contract value for the AOMC.

1.22. The Contractor in all cases shall use his best of endeavours to keep the RO plant functional as per the specifications and terms and conditions of the contract. Any hindrance observed shall be immediately reported to the Employer and necessary planning to rectify the same shall be done in accordance with the Employer.

Accepted with Digital Signature Certificate

Section VI

Technical specifications and requirements for installation of the RO plant

1.0 Scope of work:

The entire scope of work is divided into 3 sub-heads and the tenderer needs to quote according to the guidelines specified in this tender document:

- i. Supply, installation, testing and commissioning of 'Reverse Osmosis Plant at Reserve Bank Staff College, Chennai - 600018' in accordance with drawings (if any), requirements and specifications given in this document. The components shall be as detailed at clause 2.0 below.
- ii. Comprehensive Annual Maintenance for a period of 4 (four) years from the date of completion of Warranty period. The scope shall be as detailed at clause 3.0 below.
- iii. Annual Operation and Maintenance for a period of 5 (five) years from immediate succeeding date of commissioning and acceptance of RO plant. The scope shall be as detailed at clause 4.0 below.

1.1 Requirements:

- i. Required Plant output capacity: 500 LPH
- ii. The water recovery rate has to be at least 60%
- iii. **All the parameters to be maintained as per (Bureau of Indian Standards) BIS 10500 standards and should not violate any guidelines issued by MoEF.**
- iv. Water purifier should be capable of treating borewell or municipal water supply or a mix of both and should be able to deliver safe potable water as per standards of BIS 10500.
- v. The plant should be capable of treating borewell water having TDS upto 2500 ppm.
- vi. OEM or the dealer or the tenderer should be able to arrange for Comprehensive Annual Maintenance Contract for regular maintenance of plant. Any replacement of spares/ parts including the pumps, membranes, pressure gauges etc., should be done without any extra charge from the Employer.
- vii. OEM or the dealer or the tenderer should be able to take up Operation and maintenance contract which includes:
 - a. Collection of empty bubble top cans
 - b. Cleaning of the bubble top cans supplied by RBSC
 - c. Operating the plant on a daily basis to meet the required RO treated water quantity per day.
 - d. Filling the bubble top cans of required number and sealing with the caps

- e. Delivering it to the designated locations inside the premises
- f. Supply of all the consumables like cartridges, chemicals, P.V.C caps for sealing the bubble top containers.
- g. Should arrange for testing of the water samples on a monthly basis from Government Agencies/ Government approved/ recognised agencies/ BIS approved/ recognised agencies and take up any necessary corrective measures if required.

1.2 Water treatment standards:

Potable water should be as per **BIS standards** and any procedure followed to obtain the treated potable water should not violate the **MoEF guidelines on use of RO treatment for water purification**.

1.3 Water distribution details:

- i. Minimum number of water cans to be distributed in the Campus: 25
- ii. Maximum number of water cans to be distributed in the Campus: 75
- iii. Various points for distribution of water cans in the campus:
 - o Administration block: Ground, First and Second Floors
 - o Old Hostel block: Ground, First and Second Floors
 - o Kitchen in Old Hostel block: Ground floor
 - o New Hostel block: Ground to Fifth floors
 - o B-block: Total 6 flats across Ground, First and Second floors
 - o Security Guard post area
 - o Any other location within the premises

2.0. Supply and installation of RO plant:

2.1. Main components:

The Reverse Osmosis Plant shall consist of the following main components:

- 1) Raw Water Feed Pumps
- 2) Dual Media Filter (DMF)
- 3) Activated Carbon Filter (ACF)
- 4) Antiscalant Dosing System with pump and tank
- 5) Micron Cartridge
- 6) Any pressure control mechanism or blending system required for maintaining the desired TDS levels at the RO output with all necessary TDS sensors and valves
- 7) High Pressure Pump

- 8) Reverse Osmosis Membrane
- 9) UV System
- 10) Micro-processor based Control Panel
- 11) pH correction Dosing System with pump and tank
- 12) Other equipment
 - Pressure gauges
 - Pressure Switches
 - Panel mounted Conductivity meter
 - Rotameter
 - Level Switch
 - Digital TDS meter
 - Online pH meter

2.1.1 The Reverse Osmosis set up shall be **skid mounted**. The unit shall be so planned and designed to be conveniently installed in the available allocated space in the premises.

2.1.2 The successful tenderer shall supply, install, test and commission the plant as per technical specifications given in this tender document and as per the manufacturers' standards as applicable.

2.1.3 The components specified above are only main components and all the other components not listed above and are vital for the complete functioning of the plant to get the desired output is to be included in the scope of the tenderer.

2.1.4 Specifications of the main components shall be as below:

S.No	Description		Specifications
1	Raw Water Feed Pump	Type	Centrifugal Mono-bloc
		Flow Rate	1500 Lts/Hr
		Discharge capacity	2.5 Kg/ cm ² (min.)
		Electricity	220 V, Single Phase
		Quantity	2

2	Dual Media Filter (DMF)	Capacity (min)	1500 Lts/Hr
		Operating Pressure (min)	1.5 Kg/ cm ² (min.)
		Type of valve	Single-multiport
		Media	Anthracite + Support bed (Pebbles, Coarse Sand, Fine Sand)
		Bed depth (min)	800 mm
		Quantity	1
3	Activated Carbon Filter (ACF)	Capacity (min)	1200 Lts/Hr
		Operating Pressure (min)	1.5 Kg/ cm ² (min.)
		Media	Activated Carbon + Silex (Coarse Silex, Fine Silex)
		Quantity	1
4 (a)	Antiscalant Dosing System – Pump	Type	Electro-magnetic
		Capacity	1.5 Lts/Hr
		Discharge Pressure (Min.)	4 Kg/ cm ²
		Quantity	1
4 (b)	Antiscalant Dosing System – Tank	Capacity (min)	100 Litres
		Material of Construction	HDPE
		Quantity	1

5	Micron Cartridge	Capacity (min)	1200 Lts/Hr
		Material of Cartridge	Polypropylen
		Filter rating	5 micron
		Length	20"
		Quantity	1
6	High Pressure Pump	Type of pump	Vertical multistage centrifugal
		Capacity (min)	1200 Lts/Hr
		Discharge pressure (Max.)	13 Kg/ cm ²
		Material of Construction of impellers, shaft and stage casing	SS 316
		Electricity	Single phase or Three Phase
		Quantity	1
7	Reverse Osmosis Membrane	Permeate capacity	500 Lts/ Hr
		Membrane type	Spiral wound TFC – polyamide
		Size	Dia. 4" X 40" long
		Number of membranes	2
		Number of membrane housings	2
		Skid material of construction	SS 316
8	UV system	Capacity	500 Lts/ Hr

		Quantity	1
9 (a)	Pressure gauges	Range	0-21 bar
		Quantity	3
		Dial size	4 inches
		Type	Bourdon
9 (b)	Pressure switches	Range	0-450 psi
		Quantity	2
9 (c)	Conductivity meter (panel mounted)	Quantity	1
9 (d)	Rotameter	Quantity	2
9 (e)	Level switch	Quantity	2
9 (f)	Digital TDS meter	Quantity	1
9 (g)	Blending system or any pressure control mechanism	Quantity	1
9 (h)	Online pH meter	Quantity	1
10 (a)	Electric Control Panel	Starters, overload relays, single/three phase controller for pump	Should be provided of adequate capacity
10 (b)		MCCB/ MCB	Should be provided of adequate capacity

10 (c)		Multifunction Energy Meter which measure V, A, F, PF, kW, kVA, kVAR, kWh, hours of operation etc, - (with sufficient number of suitable Class 1 CTs)	Should be provided
10 (c)		Microprocessor based control panel	Should be provided
10 (d)		Feed/ Product water conductivity meter	Should be provided
11 (a)	pH correction Dosing System – Pump	Type	Electro-magnetic
		Capacity	1.5 Lts/Hr
		Discharge Pressure (Min.)	2 Kg/ cm ²
		Quantity	1
11 (b)	pH correction Dosing System – Tank	Capacity (min)	50 Litres
		Material of Construction	HDPE
		Quantity	1

2.1.5 Features of Microprocessor based control panel

Microprocessor based control panel should be able to automatically control the following operations to generate the potable water:

- i. Should control the operation of all pumps (including dosing pumps).
- ii. Protection of motors against over load, dry running, single phasing etc.

2.1.6 The Employer will provide a 4 Pole MCCB/ MCB at the location. The cabling/ wiring including termination from the breaker to the supplied electrical panel shall be under the scope of the contractor. All cables/ wires used shall be FRLS type.

2.1.7 Any other component for the successful installation and operation of system to achieve the desired output parameters, which is not specifically mentioned above shall be provided by the vendor without any additional cost.

2.2. General features:

- 1) The plant shall be completely assembled, pre-piped, pre-wired and skid mounted.
- 2) The plant shall have microprocessor based control panel with plant operations programmed and all safeties in-built. This panel along with the required level, pressure, conductivity and flow sensors make the plant completely automatic.
- 3) The plant shall have auto start/ stop based on water level in the supply tank.
- 4) The plant shall be equipped with Electrical panel/ MCB for plant protection and shall have integrated raw water pump with the unit.
- 5) The plant shall have integrated pre-treatment modules for removal of suspended solids along with pressure gauge.
- 6) The plant shall have inbuilt protection to high pressure pump by way of low/high pressure switch.
- 7) Raw water details as per the latest test report:

Parameters	Borewell water	Max permissible limit for drinking water as per BIS 10500/1991
Colour	Colourless	Colourless
Turbidity (Units)	5	10
Total dissolved Solids	1860	2000
Carbonate hardness as CaCO ₃	120	-
Non-carbonate hardness as CaCO ₃	0	-
Total hardness as CaCO ₃	120	600
Chloride as Chlorine	380	1000

Ammonia cal nitrogen	-	NIL
Albuminoid nitrogen	-	NIL
Oxygen absorbed (Tidy's test)	1.12	1.0
Nitrate-nitrogen	1.0	10
Alkalinity as CaCO ₃		
Phenolphthalein	1	-
Total Acidity	-	-
Methyl Orange	512	600
Fluoride as Fluorine	0.2	1.5
Phenolphthalein	7.4	6.5-8.5
Iron as Fe Total	0.05	0.3
Ferrous	NIL	NIL
Manganese as Mn.	NIL	0.3
Qualitative - Nitrite Nitrogen	Trace	Trace
Sulphate	Marked	400
Phosphate	Trace	Trace
Toxic substances	-	-
Electrical conductivity (Reciprocal megnohms Cm ³ at 20°C)	2660	-

2.3. Quality:

Materials to be used for the work shall confirm to relevant Indian/ International standards as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian/ International standards approved by the Bank's Engineer.

2.4. Inspection of materials/ work at site:

- 1) The Bank's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work.
- 2) The Bank's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and Bank's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer.
- 3) The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after installation and commissioning at the designated place.
- 4) The Bank's Engineer shall have the power
 - To reject any equipment or parts submitted, as not being in accordance with the specification;
 - To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.
- 5) **Consequence of rejection:** If on the equipment or a part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:
 - i. Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing all the cost on this account, on such replacement without being entitled to any extra payments on that account; or
 - ii. Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
 - iii. Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being

taken under such clause (ii) above or this clause, the provisions of delivery clause apply as far as applicable.

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

2.5. Test certificates for supplied parts:

The contractor shall submit the manufacturers' batch test certificates of the batch of parts used in the work.

2.6. Acceptance Testing:

- 1) The Acceptance Test shall be carried out jointly by the representatives of the Employer and the Contractor, after the RO plant is installed and operationalized at the Site.
- 2) A comprehensive "Acceptance Test Plan" document, containing various aspects of the 'Acceptance Test' to demonstrate all the features of the RO plant as envisaged in this tender document and claimed by the Tenderer/ Contractor shall be held accordingly. The Acceptance Test shall be deemed to be complete only on the issuance of the 'Acceptance Certificate' by the Employer to the tenderer.
- 3) Without limiting the scope of the Acceptance Test, the Acceptance Test shall cover the following tests, to be carried out in this connection. On evaluation of the Acceptance Test results and if required in view of the performance of the RO plant, as observed during the Acceptance Test, the Vendor shall provide necessary solution at his own cost thereof, to ensure the performance of the RO plant is meeting the requirement, as envisaged in this document.
 - a. Treated water to be tested for pH and TDS levels at site.
 - b. Treated water test report from any of the approved laboratories by the Bank
 - c. The pressures and flow rates at all the levels as applicable for the plant.
 - d. Percentage of recovery of the water
- 4) The Contractor shall arrange for all the equipment and spares required for the tests to be carried out at site at no additional cost.
- 5) The solution provided by the Contractor meet the technical and other specifications of the RO plant, as envisaged in this document.
- 6) The Contractor shall demonstrate the capabilities and perform complete testing of equipment, features, calibration of all the equipment.

3.0. Comprehensive Annual Maintenance Contract (CAMC)

Comprehensive Annual Maintenance Contract for a period of 4 years from the date of completion of Warranty period with the following terms and conditions:

- i. Maintenance of the complete equipment related to the R.O Plant. Ensuring R.O cleaning process (including membrane), at an interval not exceeding 3 months.
- ii. Carryout required preventive, routine and breakdown maintenance of all equipment included in the contract for maintaining the plant always in serviceable condition. During such maintenance it should be ensured that there is no disruption in regular drinking water supply.
- iii. Provide periodic monthly and quarterly reports to the Bank highlighting the performance, trends, identifying the problem areas and suggestions for improvement.
- iv. The scope of work includes any tools, tackles, supply / replacement of all spares / parts/ material of the R.O plant, including but not limited to all filters (Activated Carbon Filter, Garnet Filter, Ion Removal Filters, Micron Filter etc), membranes, filter media, pressure gauges, pumps, control switches etc., all required for proper up-keep and maintenance of the Plant at no additional charges.
- v. Alignment, lubrication, tensioning of all drivers and rotating parts as required, from time-to-time.
- vi. Dismantling, servicing and assembling of all equipment items including valves as and when required.
- vii. Attending to regular and break-down maintenance, including supply of required spare parts required to restore the plant, to serviceable condition, as per the instructions of the Bank's Engineer.

3.1. Minimum frequency of replacement:

- i. Micron Filters have to be replaced at least once in a month.
- ii. Membranes may be replaced as and when required, depending upon the recovery and quality of treated water **(the recovery should not be less than 60%)**
- iii. Filter Media shall be replaced at least once in a year.
- iv. 'O' rings, Pipe Fittings, R.O caps, other spares required for connecting membranes, shall be replaced on as and when required.
- v. Online and off-line instruments required for recording PH, TDS and conductivity have to be replaced immediately as and when found to be malfunctioning.
- vi. Allparts including piping, multiport valves, motors, pumps, electrical and electromechanical parts of the R.O plant as and when required or instructed by the Employer.

The above stated frequency of replacement of parts is only pertaining to minimum periodicity. However, for consistent functioning of R.O. machines, minimum required recovery time and parameters of the treated water, the required spares may be replaced as and when required and no separate charges will be paid. It shall be ensured at all times that there are no leakages or contamination at any stage of the process.

3.2. Important instructions:

- i. The contractor shall use only standard materials, recommended by the OEM of the R.O. Plant or as recommended by the spares manufacturers, preferably with Indian / International standard markings and approved by the Bank’s Engineer.
- ii. The Service Engineer(s) / Technician(s), deputed by the contractor, shall submit ‘TASK / SERVICE REPORT’ to the Bank’s Engineer, every time post-servicing / replacement of parts are done.
- iii. The Service Engineer(s) / Technician(s) may carry out the services / repairs, on Holidays or after working hours for urgent repairs if it is considered necessary.
- iv. In case, any mechanical parts of the R.O. Plant go out of order, necessary repairs / servicing shall be carried out, within the premises. Only such work, which cannot be executed within in the premises, will be allowed to be done in the workshop of company/firm, with prior permission of the Bank’s Engineer, for which no extra charges for cartage, loading and lifting etc. shall be paid by the Employer.

3.3. Periodical Visits/ Tests to be performed:

Sl. No	Description	Frequency
1.	Service Engineer’s Visit & submission of inspection / service report.	Monthly.
2.	Technical Audit and submission of report.	Quarterly

4.0. Annual Operation and Maintenance Contract (AOMC)

Operation and maintenance contract for a period of 5 years from the date of handing over and acceptance of the plant including raw and treated water monthly test report.

- i. Operations, monitoring and management of all facilities related to the R.O Plant on a day-to-day basis, to ensure round the clock availability of drinking water.
- ii. Provision of skilled manpower for continuous operation, and maintenance activities. These shall include maintenance of all equipment in proper condition, piping, tanks and other facilities within the plant.

- iii. Maintain minimum inventory of chemicals and spares, required for the smooth operations & maintenance of the plant. A stock register, for these inventory items shall be maintained at site.
- iv. Provide periodic monthly reports to the Bank highlighting the performance, trends, identifying the problem areas and suggestions for improvement.
- v. The scope of work includes any tools, tackles required for daily maintenance and quality checks, supply / replacement of all consumables of the R.O plant, such as cartridges, chemicals, P.V.C caps for sealing the bubbled top containers supplied by the Bank, after filling water and other materials / consumables required for proper up-keep and maintenance of the Plant.
- vi. The contractor shall ensure smooth & efficient operation of R.O Plant, as per standards & specifications of OEM/ manufacturers. Contractor shall periodically test and maintain standard parameters for treated output water.
- vii. Attending to regular maintenance activities and reporting any break-downs or faults to the Bank's Engineer in writing.
- viii. Maintenance of a 'Log Book' with required data therein, as per the instructions of the Bank's Engineer. The same shall be updated on a day-to-day basis.
- ix. Thorough cleaning and rinsing of the bubble top PET containers, having 20 litres capacity, supplied by the Bank, using the mechanical cleaning assembly, installed in the plant, including, supply and use of approved quality cleaning chemicals, filling the water treated through R.O. Plant and collected in the storage tanks, installed near the plant area, in the containers, without causing any spillage / wastage, sealing the same immediately, with P.V.C caps and the supply and distribution of such packaged water. The filled up containers need to be distributed inside the campus during morning hours. In case additional labourer is required for the above cleaning work, the contractor must be in a position to deploy additional labour for the above work and the cost, towards the same shall be, included under the 'variable component' in the rate column in the 'Price-Bid' of the tender.
- x. Supply of required number of P.V.C caps, having approximate weight of 4 grams per cap, for sealing the filled-up bubble top containers, is included in the scope of the work, and expenditure towards this shall be included under the 'variable component' in the rate column in the 'Price-Bid' of the tender. No separate payment shall be entertained by the Bank towards this.
- xi. Cleaning and up-keep of the R.O. Plant area / room / shed and surrounding areas on a daily basis, including supply of required cleaning materials and accessories. The Plant area / room / shed and surrounding has to kept clean and dry to the extent possible.
- xii. Cleaning of R.O plant, allied plumbing installations / pipe lines / accessories, bubble top cleaning system / set-up, R.O water storage tank and any other equipment / accessories,

related to R.O plant, to be cleaned on a weekly basis. A separate checklist, for the above cleaning work, has to be submitted separately along with, monthly bills for the AOMC charges, duly certified by the Engineer / Caretaker of the premises.

4.1. Minimum stock maintenance:

Sufficient stock shall be maintained in the premises and recorded in a stock register to ensure the following activities are performed without any interruption to the functioning of the plant:

- i. Chemical for dosing using Sodium Hypo Chlorite, anti-scalants, Sodium Meta Bi Sulphate (SMBS), R.O membrane cleaning chemicals (organic & in-organic) etc., dosed on a daily basis without interrupting the functioning of the Plant.
- ii. R.O cleaning process (including membrane), at an interval not exceeding 3 months.
- iii. PVC caps for the bottles supplied by the Bank.
- iv. Any other consumables to be supplied and kept in stock as and when required.

The above is only indicative. However, for consistent functioning of R.O. machines, minimum required recovery time and parameters of the treated water, the required chemicals may be replaced as and when required and no separate charges will be paid.

4.2. Periodical Visits/ Tests to be performed:

Sl. No	Description	Frequency
1.	Water Analysis/ test report - Raw water and treated water.	Monthly.
2.	Log sheets and stock register updating	Daily
2.	Operation report including consolidated daily log sheets, checklists etc.	Monthly

5.0. Documentation:

5.1. Upon commissioning:

Upon completion of the commissioning activity, the successful tenderer/ Contractor shall offer the system to the Employer for acceptance. For this, the tenderer shall provide the Employer with the following documentation:

- Component and equipment list
- Product description sheets
- Manufacturer test certificates

- Plant schematic diagram(s)
- Plant operating manuals
- Acceptance Test Report

5.2. During CAMC and AOMC period:

During the AMC period following documents shall be maintained:

- 'Log Book' containing all technical data, shall be maintained by the operator. This log book shall contain the details of day-to-day and periodical operations, quantity (input, output and reject) & quality parameters of water (both raw and treated), number of bottles filled etc.
- 'Service Register' containing services / maintenance works carried out, defects noticed, action taken to rectify the noticed defects, details of spares replaced etc.
- 'Stock register' containing the details and quantity of all the consumables and any spares at site shall be maintained and updated as and when there is a change in stock.

These registers shall be updated on a day-to-day basis and made available to the Bank's Engineer, for verification on a weekly basis.

6.0. List of approved makes / manufacturers of materials.

Sl. No.	Material	Approved make / manufacturer
1.	Raw water feed pump	Grundfos, Kirloskar, CRI, Suguna
2.	Dual Media Filter (DMF) Vessel	Pentair, Wave, Ion Exchange
3.	Activated Carbon Filter (ACF) Vessel	Pentair, Wave, Ion Exchange
4.	Pumps for Antiscalant Dosing System and pH correction Dosing system	Edose, hydra-cell, Sandur, Ion Exchange
5.	Tanks for Antiscalant Dosing System and pH correction Dosing system	Sintex, WimPlast, Renoor
6.	Micron Cartridge	Pratham, Aquapuro, Ion Exchange
7.	High pressure pump	Grundfos, CRI, Teraflow, Yuken India
8.	Reverse Osmosis Membrane	General Electric, Hydronautics,

		Flimtec, Torray, Ion Exchange
9.	UV System	Sukrut
10.	Microprocessor based Control panel	Astero
11.	Valves (UPVC)	Initiative, Solo, UKL
12.	UPVC piping	Ashirwad, Finolex
13.	Pressure gauges	Waree
14.	Flow meters/ Conductivity meters	Aster
15.	Starters	L&T/ Crompton/ Havells
16.	MCCB/ MCB	L&T/ Legrand/ Schneider/ ABB
17.	Wires/ Cables	Polycab/ Finolex/ Gloster/ CCI
18.	Multifunction meter	L&t/ Schneider/ Elmeasure

- i. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
- ii. They shall be of the best quality available in the market and conform to the relevant Indian / international standards.
- iii. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank's Engineer only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e. other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Employer in this regard.

Accepted with Digital Signature Certificate

Section VII

Un-priced Schedule of Quantities

S.No	Description of work	Units	Base Rate (excluding GST)	Applicable GST Amount on the Base Rate
1	Capital Cost: Supply, installation, testing and commissioning of 500 LPH Reverse Osmosis Plant as per tender specifications.	Each		
2	Comprehensive Annual Maintenance Contract Charges for comprehensive, all inclusive, annual maintenance contract of the above Reverse Osmosis Plant as per the terms and conditions of the tender. This shall be applicable after Defect Liability Period.	Per annum		
3	Annual Operation and Maintenance Contract - MANPOWER COMPONENT (Operations of the RO plant) Charges for providing services of a RO plant operator (Skilled Technician) at site as per the terms and conditions of the tender. The charges shall be applicable after handing over of the system and deputing the technician at site from the date as instructed by the Employer. Contractor needs to comply with Minimum Wages Act of Government of India.	Per annum		
4	Annual Operation and Maintenance Contract - SERVICE COMPONENT Contractor's Over Head Charges and Profit, Insurance charges, Uniform charges, Cost of tools, R. O plant consumables like membranes, cartridges, chemicals, P.V.C caps for sealing the filled-up PET bottles supplied by the Bank, testing charges and other materials as required and stated in the scope of contract or any other expenses applicable for operating the RO plant.	Per annum		

Tenderers should not fill in and attach price bid along with Part-1 documents. Submitting price bid other than online through MSTC Portal shall lead to disqualification of Tenderer.

Annexure – 1A - Articles of Agreement (Proforma) – For supply and installation scope.

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank Staff College, Chennai (hereafter called “Employer”) of the one part and _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS The Employer is desirous of carrying out the work of ‘**Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of the RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai – 600018**’ at and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank’s Engineer.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon, subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”), the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as ‘the said Contract Amount’)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of 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 Drawings and described in the said Specifications and the Schedule of Quantities.
2. 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.
3. The said Conditions and Appendix thereto 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.

4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for to carry out the work in respect of **“Supply, Installation, Testing and Commissioning (SITC) of 500 LPH Reverse Osmosis Plant including Annual Operation and Maintenance Contract of RO Plant at Reserve Bank Staff College, Anna Salai, Teynampet, Chennai – 600018”**. Payment will be settled according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for carrying out of all the works relating to civil works 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.

7. 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 without prejudice to this contract.

8. Time shall be considered as one of the important factors of this contract and the contractor hereby agrees to commence the work immediately in consultation with the Bank’s Engineer. The time allowed for completion of work is **2 months** from tenth day of issue of work order, awarding the work, failing which the sum named in the Appendix as “Liquidated Damages” shall be levied by the employer, subject nevertheless to the provisions for extension of time.

9. All payments by The Employer under this Contract will be made only at Chennai.

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

11. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the

previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the 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.”

12. i) The Contractor/Agency shall be solely responsible for fully compliance with the provisions of “the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employees within the premises of the Employer, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint. (ii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer. (iii) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for any instance any monetary relief to Employer’s employee, if sexual violence by the employee of the Contractor is proved. (iv) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. (v) The Contractor shall provide a complete and updated list of its employees who are deployed within the Employer’s premises.

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, labour 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 **90** days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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

If the contractor is a IN WITNESS WHEREOF The Employer and the Contractor Partnership or an Individual have set their respective hands to these presents and two

duplicate hereof the day and year first hereinabove written.

If the contractor is a Company

IN WITNESS WHEREOF The Employer has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY THE

Reserve Bank Staff College by the hand of

Shri _____

(name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY

_____ in the presence of

(1)

Address

(2)

Address

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

Witnesses

THE COMMON SEAL OF

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

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

If the Contractor signs under its common seal, the signature clause should tally with sealing clause in the Articles of Association.

(1)

(2)

SIGNED AND DELIVERED BY

If the Contractor is signing by the hand of power of attorney, whether a company or individual.

The Contractor by the hand of

Shri _____

And duly constituted attorney.

Annexure-1B (Proforma) – Articles of Agreement - Contract for Annual Operation and Maintenance of Plant

ARTICLES OF AGREEMENT made on this the _____ day of _____ between M/s. _____ having its Registered Office at _____ Chennai – 600001, (hereinafter called the CONTRACTOR) of the One Part

and

The RESERVE BANK STAFF COLLEGE, CHENNAI, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (hereinafter called the "The Bank") of the other part,

Whereas the Bank is desirous of provision of Annual Maintenance Contract for Operation of Reverse Osmosis Plant at Bank's Reserve Bank staff College, Chennai.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in Conditions of Contract and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work under the tender conditions.
2. The Bank shall pay the contractor the said contract amount at the time and in the manner specified in the said conditions.
3. The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
4. The General Manager/Assistant General Manager, RBSC, Chennai is the Authority authorized on behalf of the Bank.

5. The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
6. This contract is at the rate of Rs. _____ (Rupees _____
_____ Only).
7. The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.
8. This contract is valid for a period of -----and the College is entitled to terminate the contract by giving one month notice, in case of violation of any of the Terms of this Contract or in case it is not satisfied with the service of Contractor in which case, the Contractor is not entitled for any Compensation/damages and security deposit amount of Rs.----/- shall not be refunded.
9. On termination of the Contract or on expiry of the Contract, the Contractor shall vacate the R.O. Plant Room in Reserve Bank Staff College shall hand over or return all the articles / materials / property belongs to the Bank.
10. All payment by the College under this contract will be made only at Chennai.

All disputes out of or in any way connected with this contract shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.

11. It is advised that the contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging his contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strict 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.

12. The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.
13. That the several parts of this contract have been read by the contractor and fully understood by the contractor, in witness whereof the contractor has caused its seal (if any) to be affixed hereunto and the Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf on the day, month and year first here above written.
14. The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Bank. The Contractor shall not employ in connection with the works any person who has not completed twenty-one years of age.
15. All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability what so ever in nature in regard to such workers/employees.
16. The Contractor shall pay to the labour employed by him directly the wages not less than the fair wages as per Minimum Wages Act of Government of India. Fair wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act, Government of India.
17. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, The Contract Labour(Regulation & Abolition) Act, 1970 , Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time.
18. The Contractor shall indemnify and keep indemnified the Reserve Bank of India/ Reserve Bank Staff College against:
 - a. Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
 - b. Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
 - c. Any claim due to non-compliance of applicable Minimum Wages/Labour laws, PF, ESI, regulations etc.

19. The contractor shall take necessary insurance covers namely Workmen Compensation Policy and third party/public liability for 2 Lakh per person in the Joint Name of RBI and the contractor, with Reserve Bank of India as the first name, at their cost, before commencement of the work.

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013", In case of any complaint of sexual harassment against its employee within the Residential colony of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

20. 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 employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.

21. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's residential colony.

22. **Renewal of contract:** At the sole discretion of the Bank, the AMC shall be considered for further renewal for the years, 2021-22 and 2022-23, on same terms and conditions with applicable increase / decrease in rates, based on the prevailing Minimum Wages, provided the Bank, finds the services of the Contractor satisfactory. The decision of the Bank, in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

SIGNATURE CLAUSE:

SIGNED AND DELIVERED BY

Contractor Signature seal Address	Authorized Signatory of RBI Designation & Address
Witness Signature Name and Address	Witness Signature Name and Address

Annexure II – Format for Power of Attorney

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF

Application/Proposal and Documents

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....

(Name of the Bidder and

address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

..... (Name and

residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for “(Name of work)

.....”including signing

and submission of all documents and providing information / responses to Reserve Bank Staff College, representing us in all matters before Reserve Bank Staff College, and generally dealing with Reserve Bank Staff College in all matters in connection with our proposal for the said Project.

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

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s

Stamp/Seal of the Bidder

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

Annexure III – Format for Performance Security Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Principal

Estate Cell

Reserve Bank Staff College

Chennai

Dear Sir / Madam,

Name of Work:.....

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount

not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

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

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

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the

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

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

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

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

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

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

Annexure IV – Proforma of Bank Guarantee for EMD/ Bid Security

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Principal

Estate Cell

Reserve Bank Staff College

Chennai

Dear Sir / Madam,

Name of Work:.....

Ref: NIT/Advt.No.

Date:.....

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (Hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer / Bidder) _____, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. _____(Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

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

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

We hereby further agree that:

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

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

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

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

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

Yours faithfully,

For and on behalf of _____

Bank.

Authorised Official (with seal)

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

Annexure V - CHECKLIST OF DOCUMENTS TO BE UPLOADED

Signed copies of the following documents (with appropriate stamp of the companies), as given below along with this checklist form needs to be scanned and uploaded in MSTC website:

Sl. No.	Documents to be uploaded.	Uploaded (Yes / No)
1	Copy of Power of Attorney as per Annexure II (Original to be submitted by the successful tenderer to RBSC)	
2	Annexure VI - Basic Information.	
3	Copy of certificate of Incorporation	
4	PAN Card.	
5	Documents showing GST Registration number.	
6	Address proof of registered local office.	
7	Copies of Audited financial statement for turnover for last 3 years, i.e., 2016-17, 2017-18, 2018-19 (File name eg: FS1, FS2 etc.)	
8	Annexure VII – Details of similar qualifying works executed before 5 years	
9	Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s, completed on or before August 31, 2015, for establishing prior experience before five years(file name eg: WO1, WO2 etc.)	
10	Annexure VIII – Details of the work executed during the last five years to meet eligibility criteria.	
11	Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and	

	completion certificate/s in respect of the same work, executed on or after August 31, 2015, for establishing the qualifying works executed by the tenderer during last five years (file name eg: WO1, WO2 etc.)	
12	Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2 etc.) – As per the format of Annexure IX	
13	Proof of remittance of Earnest Money Deposit/ copy of Bank Guarantee in lieu of EMD as per Annex-IV	
14	Solvency Certificate of Rs._____Lakh / Banker's Certificate as per Annexure X	
15	Details of service/maintenance setup in Chennai - In the format of Annexure XI	
16	Details of technical deviations proposed, if any. – As per Annexure XII (else may be indicated as NIL)	
17	Details of Bankers as per Annexure XIII	

Other list of documents to be uploaded:

- i. List of completed works with all the details (File name eg: CW1, CW2 etc.)- In the format of Annexure I.**
- ii. Profile of the tenderer in the prescribed format.**
- iii. If the tenderer is a Micro or Small Enterprise (MSE) then the tenderer shall submit copy of MSE Registration certificate and self-declaration of the firm stating that it is currently an MSE for availing of EMD exemption.**
- iv. Any other information relevant to the proposed work**

NOTE: Format of Annexures mentioned above have been enclosed with the tender document. Bidders are advised to fill in the Annexures in the format as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.

The Bank shall evaluate the said reports before opening of price bid of the tenderers. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

(Bidder's Signature) Along-with seal

Annexure VI – Basic Information

Sl. No	Description	
1.	Name & Address of the organisation/applicant	
2.	Type of Organisation- (Whether Proprietorship, Partnership/Pvt. Limited/Limited or Body Corporate or MSME registered firm etc.) Please enclose related documents.	
3.	Name of the Proprietor /Partners/Directors of the organization (a) (b) (c) (d)	
4.	Registration (firm, company etc)/ Registration Authority, dated Number etc.	
5.	Experience in the respective field of work Please, enclose documents in support thereof. - ----- Years	
6.	Whether financially sound to undertake works costing up to ₹----- Lakh. If so, enclose Audited Annual Financial Statements	
7.	Yearly turnover of the firm/contractor for the last three years Year 2017- 18, 2018-19, 2019-20 (copies of audited final accounts in support thereof to be uploaded)	
8.	PAN number (copy of PAN card should be uploaded)	
9.	GST Registration No (Copy should be uploaded)	
10.	Registered office address, telephone/Mobile	

	No. and E-mail ID	
a.	Whether having registered local office within the jurisdiction limits of TamilNadu? If yes, mention the address of the local office (Copy of address proof for registered local office to be uploaded)	
b.	Whether working with any of the Government/Semi-Government Undertaking/s as approved contractors and if so, Furnish details	
11.	Qualification & Experience of the technical persons employed by the firm.	
12.	Indicate if involved in any litigation	
13.	Any civil suits pending in any of the works executed give details	

Date:

Signature of the contractor/firm:

Place:

Annexure VII - Details of similar qualifying works executed before 5 years

(Date of work order should be on or before August 31, 2015)

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

Annexure-VIII - Details of similar qualifying works executed during the last 5 years

(Work completed on or after August 31, 2015)

Sr. No.	Name of work	Name and address of the firm	Rating and No. of RO Plant units supplied	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /email /phone number &contact person of the firm

(Attach sheet if required)

Signature of Tenderer:

Date

Annexure –IX - Client’s certificate req. performance of contractor

Name & address of the Client

Details of Works executed by M/s (Name of the Tenderer)

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any
- 12 i) Did the contractor go for arbitration?

ii) If yes, total amount of claim

iii) Total amount awarded

13 Comments on the capabilities of the contractor

- | | |
|---------------------------------|--|
| a) Technical proficiency | Outstanding/Very Good/
Good/Satisfactory/poor |
| b) Financial soundness | Outstanding/Very Good/
Good/Satisfactory/poor |
| c) Mobilization of adequate T&P | Outstanding/Very Good/
Good/Satisfactory/poor |
| d) Mobilization of manpower | Outstanding/Very Good/
Good/Satisfactory/poor |
| e) General behaviour | Outstanding/Very Good/
Good/Satisfactory/poor |

**Note :All columns should be filled in properly*
countersigned”**

Reporting Officer* with Office seal

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

Annexure –X - Form of Bankers' certificate from a Scheduled Bank

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

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.-----00 Lakhs.

(Signature) For the Bank

Note:

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

Annexure –XI - Details of Service/Maintenance Set up at the place of work

S. No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the RO Plant have been stocked	

Signature of the contractor

Annexure XII - Schedule of Technical Deviations if any

We confirm that all technical terms and conditions and specifications of the Employer except for deviations listed below are acceptable to us.

Sr. No.	Section No.	Clause No.	Deviation proposed
1			
2			

Seal of companySignature

Name

Designation

Date

Annexure XIII - Details of Bankers

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

Seal of companySignature

Name

Designation

Date