



**भारतीय रिज़र्व बैंक
संपदा विभाग
अहमदाबाद**

निविदा

भारतीय रिज़र्व बैंक, " उत्कर्ष " सुभाषब्रिज स्टाफ कॉलोनी मे वेस्ट कन्वर्टर मशीन की डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशन का कार्य

भाग-I

निविदाकार का नाम: _____

पता: _____

प्री-बीड मीटिंग : दिसम्बर 13, 2018 को 11:00 बजे

मीटिंग का पता : मीटिंग कक्ष, चोथी मंजिल, भारतीय रिज़र्व बैंक, गांधी ब्रिज के पास, आश्रम रोड,

अहमदाबाद-380014

पूर्ण निविदा फॉर्म जमा करने की अंतिम तिथि : दिसम्बर 28, 2018 को 2.00 बजे तक

पूर्ण निविदा फॉर्म भाग I खोलने की तिथि : दिसम्बर 28, 2018 को 3.00 बजे

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Section I

निविदा फॉर्म Form of Tender

स्थान/ Place _____

दिनांक/ Date _____

श्री जयंत कुमार दाश
क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
संपदा विभाग
अहमदाबाद

महोदय

हमने ज्ञापन में निर्दिष्ट कार्यों से संबंधित विवरणों, आरेखन, डिजाइन तथा सामानों की मात्रा अनुसूची की सावधानीपूर्वक जांच, उक्त ज्ञापन में निर्धारित स्थल का दौरा करने के पश्चात एवं निविदा को प्रभावित करने वाली आवश्यक जानकारी प्राप्त करने के पश्चात की है। हम एतद्वारा उक्त ज्ञापन में निर्धारित कार्यों को ज्ञापन के अनुसार निर्धारित समय-सीमा के भीतर सामानों की संलग्न मात्रा अनुसूची में वर्णित दरों से निष्पादित करने एवं आपूर्ति करने का प्रस्ताव करते हैं जो हर प्रकार से विवरणों, आरेखन, डिजाइन तथा निविदा, करारनामा, विशेष शर्तों, सामानों की मात्रा अनुसूची, निविदादाताओं के लिए निर्धारित सामान्य शर्तों एवं विशेष शर्तों, जिन्हें इसके बार शर्तें कहा जाएगा, विवरणों, डेटा पत्रक एवं सामानों की मात्रा अनुसूची सहित सभी प्रकार से लिखित निर्देशों के अनुसार प्रावधानित सामग्री के साथ पूरा किया जाएगा तथा सभी अन्य मामलों में लागू होने वाली शर्तों के अनुसार पूरा किया जाएगा।

ज्ञापन **MEMORANDUM**

(a)	कार्यों का विवरण	भारतीय रिज़र्व बैंक, "उत्कर्ष" सुभाषब्रिज स्टाफ कॉलोनी मे वेस्ट कन्वर्टर मशीन की डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशन का कार्य
(b)	अनुमानित लागत	₹ 6,50,000/- (केवल छ लाख पचास हजार)

(b)	Earnest Money	₹13,000/- (भारतीय रिज़र्व बैंक अहमदाबाद के पक्ष में केवल एनईएफटी के माध्यम से) अकाउंट नंबर : 186003001 आईएफएससी कोड: RBIS0AHPA01 (कृपया आईएफएससी कोड के 5 वें और 10 वें चरित्र को "शून्य" के रूप में पढ़ें)
(c)	निविदा शुल्क	₹590/- (GST सहित) निविदा भाग-1 के साथ किसी शैड्यूल बैंक से प्राप्त NEFT/ DD द्वारा भुगतान करना होगा। NEFT विवरण: उपयुक्त
(d)	परफॉर्मंस गारंटी	कार्य आदेश मूल्य के 10% के बराबर राशि की किसी शैड्यूल बैंक की बैंक गारंटी।
(e)	प्रत्येक बिल से कटौती करने के लिए प्रतिशत, यदि कोई हो	कुछ नहीं
(f)	निविदा स्वीकृति पत्र की तारीख से कार्य पूरा करने के लिए समय सीमा	कार्य आदेश प्राप्त होने की तारीख के दसवें दिन से 60 दिनों में कार्य पूरा करने के लिए

- हम इस बात पर भी सहमत हैं कि भाग-I निविदा खोलने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा मान्य रहेगी।
- हम इस बात पर भी सहमत हैं कि भाग-I निविदा खोलने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा मान्य रहेगी और हमें लिखित रूप में सूचित किए जाने पर बैंक के साथ पारस्परिक रूप से सहमति के आधार पर इस अवधि के लिए वैधता की अवधि बढ़ा दी जा सकती है।
- मैं /हम समझता/समझते हूँ/हैं कि आप बिना कोई कारण बताए पूर्ण या आंशिक रूप में किसी भी या सभी निविदाओं को स्वीकार करने या अस्वीकार करने का अधिकार रखते हैं। हमने भारतीय रिज़र्व बैंक के पास बयाना राशि के रूप में ₹ 13,000/- जमा किया है, और यह राशि किसी ब्याज को वहन करने के लिए नहीं है।

यदि हम जब कहे जाने पर संविदा निष्पादित करने में विफल रहते हैं, तो हम इस बात से सहमत हैं कि यह राशि भारतीय रिज़र्व बैंक द्वारा जब्त कर दी जाएगी।

5. मे/ हम सहमति प्रदान करते हैं की यदि हम बयाना राशि या प्रदर्शन गारंटी जब्त करने के मामले में कसूरवार रहते तब, मुझे / हम कार्य की पुनः निविदा प्रक्रिया में भागीदारी से वंचित कर दिया जाएगा।
6. मैं / हम पुष्टि करते हैं इस समान कार्य को किसी अन्य ठेकेदार के माध्यम से निष्पादित नहीं किया जाएगा। अगर हम से इस से उल्लंघन के रूपने भारतीय रिज़र्व बैंक से नोटिस नोटिस आने पर, मुझे/ हमे भविष्य में भारतीय रिज़र्व बैंक में निविदा से वंचित कर दिया जाएगा। साथ ही, यदि इस तरह का उल्लंघन काम शुरू होने से पहले भारतीय रिज़र्व बैंक के नोटिस में आता है, तो इंजीनियर-इन-चार्ज पूरी तरह से बकाया धनराशि / परफॉर्मंस गारंटी की पूरी राशि को जब्त करने के लिए स्वतंत्र होगा।
7. मैं / हम इस प्रकार घोषणा करते हैं कि मैं / हम निविदा दस्तावेजों और काम से जुड़े अन्य अभिलेखों को गुप्त / गोपनीय दस्तावेजों के रूप में मानेंगे और किसी व्यक्ति के अलावा किसी अन्य व्यक्ति से प्राप्त जानकारी / उससे संपर्क नहीं करेंगे, जिसके लिए मैं / हम भारतीय रिज़र्व बैंक की सुरक्षा के लिए किसी भी तरह से जानकारी के लिए संवाद करने या किसी भी तरह से जानकारी का उपयोग करने के लिए अधिकृत हैं।
8. मैं / हम समझते हैं और सहमति देते हैं कि आप किसी भी या सभी निविदाओं को पूर्ण या आंशिक रूप से बिना किसी कारण बताए स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं।
9. निविदा अलग-अलग लिफाफों में दो भागों में है। भाग I में सभी व्यावसायिक नियम और शर्तें और तकनीकी विवरण शामिल हैं और भाग II में केवल बैंक के प्रारूप में मूल्य बिड है।
10. यदि इस निविदा को स्वीकार किया जाता है तो, मैं / हम एतद्वारा निविदा के सभी नियमों और शर्तों का पालन करने और पूरा करने के लिए सहमत हूँ/ हूँ एवं इसमें चूक होने के बदले में, संविदा की लिखित

स्वीकृति के साथ निविदा में निहित शर्तों के अनुसार निर्धारित धनराशि जब्त करने तथा आपको या आपके उत्तराधिकारी, या समनुदेशित या नामांकित व्यक्तियों को भुगतान करने के प्रति सहमत हूँ/हैं।

11. हमारे बैंकर हैं (नाम और पूरा पता)

(i)	
(ii)	

12. हमारे फर्म के भागीदारों के नाम हैं:

(i)	
(ii)	

हस्ताक्षर करने के लिए अधिकृत फर्म के साथी का नाम :	
अवम	
अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ एटॉर्नी को प्रमाणित करने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी की प्रमाणित सत्य प्रति संलग्न की जानी चाहिए)	

Section-II: General Instructions to tenderers

1 General

Reserve Bank of India (RBI), having its Central Office at Mumbai and Regional Offices at various locations all over India intends to install fully automatic waste converters at its staff quarters 'Utkarsh' in Ahmedabad.

1.1 Sealed tenders in two parts are invited for Design, Supply, Installation, Testing and Commissioning of fully organic waste converter machine in Bank's staff quarters 'Utkarsh' from eligible firms at an estimated cost of 6.5 lakh. Tenderers may contact Shri G. Y. Mahashabde, Manager on gymahashabde@rbi.org.in and +91 9686455991 for any clarification. Part I of the tender contains common Commercial conditions, technical specifications of the proposed waste converter system and separate unpriced bill of quantities required to be executed in each of the above offices. Part II (Price Bid) of the tender shall contain separate Bill of quantities for each of above offices. Evaluation of tender shall be done as per the evaluation criteria mentioned in the tender.

1.2 Eligibility Criteria:

Tenders will be issued to only those firms who meets the following requirements:

- 5 years of experience in design, supply, testing and commissioning of organic waste converters and have executed successfully similar works, during last five years ending March 2018.
- Minimum yearly turnover of ₹ 6.50 Lakh during last 3 financial years supported by audited financial statements.
- Completed works of Design, Supply, Installation, Testing and Commissioning of fully automatic organic waste converter as under:

a. Three works each costing not less than the amount equal to 40% of the estimated cost i.e. ₹ 2,60,000/-

or

b. Two works each costing not less than the amount equal to 50% of the estimated cost i.e. ₹ 3,25,000/-

or

- c. One work costing not less than the amount equal to 80% of the estimated cost i.e. ₹ 5,20,000/-

during the last five years from the preceding month of invitation of this tender. (from November 2013 to October 2018)

- Details of the service setup in Gujarat for rendering after sales service

Tenderers should submit the following documents in respect of their eligibility:

- a. Copies of detailed work order indicating scope and value of works.
- b. Completion certificate for the qualifying works.
- c. List of completed works with all the details.
- d. Financial statement for turnover for last 3 years

A Tender not satisfying the above criteria or without documents indicated above will be rejected

1.3 Submission of tenders

- a. The tender shall be submitted separately in sealed envelopes in two parts, viz, Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Price bid", respectively. The covers shall be super scribed "Design, Supply, Installation, Testing and Commissioning of 100 kg per day capacity fully automatic organic waste converter at Bank's staff quarters 'Utkarsh' at Subhash Bridge at Ahmedabad" and addressed to **Shri Jayant Kumar Dash, Regional Director, Reserve Bank of India, Ahmedabad.** Telegraphic, Fax and E-mail tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures.
- b. Tenderers are advised to use only the forms (tender book) issued by the Bank. However, if they desire to submit additional information, they may do so on their own letter head/paper.

Each page of the forms shall be signed and returned.

c. Last Date of submission of tender

Tenders super-scribed "Tender for Design, Supply, installation, testing and commissioning of fully automatic organic waste converter at Bank's staff quarters 'Utkarsh' at Ahmedabad", "Part I or Part -II" addressed by name to Shri Jayant Kumar Dash, Regional Director, Reserve Bank of India, Estate Department, Ahmedabad, should reach him not later than 14:00 hours on December 28, 2018.

- d. The tender duly sealed may be deposited in the "Tender Box" kept in the Estate Department, 4th floor, main Office Building of the Bank at Ahmedabad within the stipulated time/ date. No tender will be received after schedule date and time of submission under any circumstances whatsoever.

2 Part-I: Technical and Commercial

Part I – of the tender submitted by the tenderer shall contain the following:

- a) The complete technical specifications and technical literature of the offered models/ makes,
- b) Commercial terms and conditions
- c) Earnest Money Deposit submitted in the form of Demand Drafts favouring Reserve Bank of India payable at Ahmedabad.

or

- d) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents (Annexure VI).
- e) Tender Booklet (including Un-priced Bill of Quantities) issued by the Bank duly filled-in, stamped and signed in sealed cover.
- f) Signed and stamped Un-priced Bill of Quantities without writing any rates therein along with the Part –I.
- g) Undertaking for maintenance confirmation by the tenderer and OEM for after sales service as per Annexure V.
- h) Technical literatures for the various equipment
- i) Write-up of the system design along with the schematic diagram of connections of various equipment/ sub-systems as proposed and offered by the tenderer.
- j) The tenderer's Confirmation of technical sufficiency to deliver the objective

of proposed waste converter system as per Annexure I

k) Any other technical information the tenderer wishes to furnish.

l) Letter of Authorisation from the OEMs as per Annexure –II.

m) Tenderers shall indicate their service set up details in Gujarat from where the proposed installation will be serviced as per Section X.

Conditional tenders are liable for rejection at the discretion of the Bank.

3 Part-II: Price Bid

a) Part II (Price Bid) of the tender shall contain only the Tender Booklet Part-II issued by the Bank wherein the rate shall be quoted in words and figures both, stamped and signed in separate sealed cover.

b) This part shall contain prices in Indian Rupees only in the specified format (Part II).

c) No condition shall be written in Part-II. Conditional tenders are liable for rejection at the discretion of the Bank.

d) The rates quoted shall be firm and final till the work is completed in all respect and handed over to the Bank. No request for any change in rate or conditions after the submission of the tender by the bidders will be entertained.

e) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of DSITC of fully automatic organic waste converter in Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad, to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of quantities (Part II) by the respective office.

f) In case of difference in the rate mentioned in words and figures, the rate in words shall be considered.

g) Further, in case of difference in rate and amount, the figures quoted for rates shall be considered and amount shall be worked out accordingly as per the specified quantity in the BOQ.

h) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

4 Opening of tender

Part I of the tenders will be opened on scheduled date and time in the presence of the tenderers who choose to be present. The date of opening of

Part II of the tenders will be intimated to all the eligible tenderers who fulfil the Bank's terms and conditions and specifications.

5 Scope of Work

5.1 The name of the work is "Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Converter Machines for Bank's Staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad". Machines proposed to be installed in the colony will be of minimum 100kg per day capacity.

5.2 The scope of proposed work shall be as per the Schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):

A) New Works

i. Planning for the entire work, designing and finalizing the quantities as per site survey.

ii. Supply of all the required machines with materials (as per list of the approved makes of machines with materials) in line with the schedule of quantities.

iii. Installation, testing and commissioning of the entire system / machines.

iv. Preparing drawings as per actual work at site

v. Completing the documentation, including manual etc.

vi. Imparting Training to the concerned officials of the Bank

vii. Handing over of the system / machines to the Bank

B) Dismantling and removal if any,

viii. Dismantling of existing panels, devices, cables, conduits and other accessories after commissioning and handing over of the new system / machines, if required.

ix. Removal of all the dismantled items from the Bank's premises, if required.

- 5.3** It is not the intent to specify completely herein all details of the works covered under this tender. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by Bank's Engineer and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfil the anticipated performance during the expected life of the system.
- 5.4** Insurance as stipulated in the tender document.
- 5.5** Providing all-inclusive service including all spares and labour during defect liability period (DLP) of 1 (ONE) year from the date of virtual completion and subsequent comprehensive Annual Maintenance Contract (CAMC) for the committed period of 7 years after expiry of defect liability period of 1(ONE) year as stipulated in the detailed requirement.
- 5.6** All engineering, equipment, labour and permits required to satisfactorily complete the work as per specifications.
- 5.7** Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.
- 5.8** The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures / literature etc. in addition to those details called for in the Technical Specifications.
- 5.9** The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is complying with the Bank's requirements and specifications and shall take full responsibility for the efficient operation of the equipment offered.
- 5.10** Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the entire system.

6 Drawings

All required drawings for equipment lay out viz, layout of the machines, electrical auxiliaries, interconnections and interlocks etc., should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

However, such approval from the Bank shall not absolve the contractor from the responsibility of meeting Bank's specifications and requirements and proper functioning of the system.

7 Packing and pre despatch

The equipment shall be properly and securely packed in boxes for multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid basis and unloaded at respective sites of RBI, Ahmedabad where the work is to be executed. Pre despatch inspection of OWC machine will be carried out by Bank's Technical officer at factory.

8 Taxes

The prices quoted shall be deemed to have included all taxes, custom duty, Goods and Services tax, excise duty, local levies, works contract tax, service tax, Value Added Tax (VAT) imposed by Central/State Government/ Local Bodies, unless stated otherwise. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

9 Validity of Tender

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

10 Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

11 Earnest Money, Security Deposit & Security Deposit during Defect liability period

- 11.1** All tenderers shall deposit Earnest Money of ₹13,000/- in the form of:
- a. NEFT payment and Bank Guarantee in the approved format.

The bank details for NEFT are as under:

A/c Name: Reserve Bank of India, Ahmedabad

A/c Number: 186003001

IFS Code: RBIS0AHPA01

(Please read 5th and 10th character of IFSC Code as “Zero”)

OR

- b. Bank Guarantee from any scheduled commercial bank as per proforma enclosed in Annexure III.

OR

- c. a demand draft drawn in favour of Reserve Bank of India, payable at Ahmedabad, from any Scheduled Bank

- 11.2** No interest shall be paid on EMD.
- 11.3** If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be forfeited and the Bank Guarantee shall be liable to be enforced.
- 11.4** Tender not accompanied by any or all EMDs (DD/Bank Guarantee/NEFT details) is liable to be rejected. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.
- 11.5** The EMD of unsuccessful tenderer shall be released on acceptance of the tender.
- 11.6** EMD of successful tenderer shall be released on production of a new Bank Guarantee towards security deposit for an amount equal to 10% (ten percent) of the contract value for the respective work in each office of the Bank in the enclosed format (Annexure IV). Such Bank Guarantee should be submitted to the respective office of the Bank within 15 days of the issue of work order.
- 11.7** Should the invitation to tender be withdrawn or cancelled by the Bank, which Bank shall have the right to do so at any time, the Bank Guarantee(s) will be discharged.
- 11.8** Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.
- 11.9** If the tenderer fail to submit the BG towards security deposit within

stipulated time, their tender is liable to be cancelled.

11.10 The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit

11.11 BG as security deposit for completion period

a. On award of the work, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value for the respective work in each office of the Bank in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure IV towards security deposit for the due fulfilment of the contract. The Bank guarantee towards Earnest Money Deposit furnished at the time of submission of tender will be returned thereafter.

b. This Bank Guarantee towards security deposit shall be valid for the contract completion period and in case of delay, shall be extended up to the date of virtual completion.

11.12 Bank Guarantee towards defect liability period and committed CAMC period

a. After completion of the works, the tenderers shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure IV towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. The Bank guarantee as security deposit for completion period furnished above will be returned thereafter. This BG should be initially valid for a period of 2 years i.e. (one year DLP and one year AMC)

a. After Completion of two years (one year DLP one year AMC), the Bank Guarantee submitted above shall be further extended but reduced by an amount equal to $1/7^{\text{th}}$ (one-seventh) of the contract value for due fulfilment of the contract conditions for a further period of seven years after DLP. The Bank reserves the right to enforce the Bank Guarantee in case of 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 EIGHT (8) years (One year DLP and 7 years AMC).

11.13 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, defect liability and AMC period may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

12 Lowest Tender Not Necessarily To Be Accepted

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

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

13 Right to Accept Part Tender

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

14 Evaluation of Tender

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of Inspection and upkeep contract charges for 5 years during defect liability period. Tenders will therefore be evaluated based on the Total owning cost (TCO) for 5 years which will be arrived at as under:

TCO= Quoted capital cost + NPV of AMC charges for 7 years= Quoted capital cost + NPV Factor * Quoted AMC charges

(NPV Factor = 5.6868)

For calculating the NPV of upkeep contract the following factors have been applied:

(a)	Annual Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	8 years from the date of handing over of the system.
(d)	Payment terms of upkeep contract	Quarterly payment after satisfactory completion of service.

15 Signing of Contract Agreement

- 15.1** The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 15.2** The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 15.3** The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 15.4** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 15.5** The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

16 Import Licence

The Tenderer shall obtain and maintain the necessary import license for importing equipment/ components accessories into India from the competent

authorities, if required. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import licence shall be the sole responsibility of the tenderer. Failure to obtain and maintain import licence shall not be considered as Force Majeure.

In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation / withdrawal. If the tenderer fails to restore the import licence, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer

shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard, the decision of the Bank shall be final and binding.

17 Inspection of materials/work at site

17.1 The Bank's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work.

17.2 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.

17.3 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.

17.4 The Bank's Engineer shall have the power

a) To reject any equipment or parts submitted, as not being in accordance with the specification;

b) 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

c) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

17.5 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.

17.6 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.

18 Completion Period

18.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the date of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

18.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of

intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

18.3 Bank will provide storage space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

19 Insurance

The contractor shall, within 7 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. **RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per accident.

Note : These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

20 Warranty/ Defects Liability Period and Annual maintenance Contract

20.1 The equipment supplied shall be guaranteed against all types of defects for at least a period of one year (Defect Liability Period) from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost.

20.2 All-inclusive comprehensive Annual Maintenance Contract (CAMC)

The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope indicated in section (IV) of Part I. This rate for the service contract shall be valid for a period of 1 year after expiry of guarantee period and payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. Any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied. Accordingly an escalation matrix of the bidder should be submitted.

	Nature of Breakdown	Rectification Time	Penalty (Per day)
A	Any defects resulting in total failure of the system	48 hours	₹500/-
B	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	₹200/-
C	Maximum penalty per annum	25% of AMC Charges	

The tenderers shall indicate details such as the service centre from which the proposed systems at Ahmedabad will be serviced, the staff strength at that centre and the availability of spares for the system at that centre. This service contract shall be renewed for an additional period of at least 7 years after the initial contract period valid till the end of four years (one year defect liability period and the three years initial contract period). While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP \{10 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPPI)\} \times 1/100$$

AC The contract amount for the current year

AP The contract amount for the previous year

EPIC Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year

EPIP Wholesale Price Index for Electrical Apparatus, appliances & parts 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

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

20.3 Scope of Annual maintenance Contract

a. Any defect(s) in the system/sub-assemblies, found within the warranty period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of rotating rod, shredder, moving parts, gear assemblies, motors, heaters, thermostats, electrical switchgears such as MCBs and MCCBs, cables, lugs, connectors, selector switches, indication lamps, PCC, display unit and any spare parts and internal control / power wiring/cabling component not mentioned above but forms an integral part of the waste converter unit etc. and labour involved etc. the rates quoted should include all such factors.

b. During this period, full servicing and cleaning of complete OWC

machines once in a quarter shall be done including attending to ANY NUMBER of breakdown calls.

c. The payment shall be made on Quarterly basis on rendering satisfactory service in both the cases. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station, cost of spares etc. and all taxes including service taxes.

21 Terms of Payment

The payment for the works 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.

1) 60% of the quoted rates after receipt of the material at site and on submission of the following documents:

(a) Manufacturer's Inspection and Test Certificates

(b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

(c) Policies of insurance covering all the risks including storage, installation, testing, commissioning and handing over including third party liabilities.

(d) Bank guarantee towards security deposit (Annexure-IV)

2) 35% of the quoted rates against erection, testing, commissioning and handing over of the system to Bank.

3) Balance 5% of the work value shall be retained as Retention Money Deposit to be released after completion of Defect Liability Period of one period or submission of bank Guarantee in lieu of Security Deposit.

22 Training

The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge to the Bank.

23 Pre dispatch Inspection

Before dispatching the equipment to site, the equipment, will be inspected and tested for various parameters by the Bank's Engineers at the manufacturer's

works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

24 Other Issues

24.1 The contractor may note that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirement of the local public authorities and any other Acts/Rules/Regulations and no deviation on any account will be permitted.

24.2 The contractor shall furnish an undertaking from the OEMs of various equipment/ systems as per the enclosed proforma that they will provide the necessary spares and maintenance support etc. to maintain the entire system satisfactorily for a minimum period of 7 years from the date of expiry of the defect liability period.

24.3 The Contractor shall carry out all the work strictly in accordance with drawing, details 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 Bank, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

24.4 The tenderer must obtain for himself on his own responsibility and at his own expense, 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, 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 pertaining thereto. The Bank's decision in such cases shall be final and shall not be open to arbitration.

24.5 Schedule of Quantities in respect of each work

The Schedule of Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. The payment shall be made based on measurement of finished items of work only. Any extra material left after completion of work shall not be paid.

24.6 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the

work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

24.7 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

24.8 The successful tenderer must co-operate with other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

24.9 Minimum wages to the workman: The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

24.10 Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfil all the statutory requirements.

All safety measures as per the safety code of tender shall be strictly adhered.

24.11 Force Majeure conditions (applicable during the currency of the completion period and subsequent committed DLP and CAMC period): Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

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

Witness
Address

Date

Signature of tenderer
Address

Date

Section (III): Safety Code

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

FIRE SAFETY

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

PLACE:

SIGNATURE AND SEAL OF THE CONTRACTOR

Section IV - The Conditions Hereinafter Referred To

Interpretation Clause

1 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

a "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.

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

(in the case of "Contractor" shall mean Shri
individual) _____ trading in the name and
style of _____ and shall
include his heirs, successors and legal representatives.

(in the case of "Contractor" shall mean _____ a
Company) company incorporated under _____ and
having its registered office at _____ and shall
include its successors and assigns.

c "Site" Shall mean the site of the contract works including any
Buildings and erections thereon and any other land
(inclusively) as aforesaid allotted by the Employer for
the Contractor's use.

d "This Contract" Shall mean the Articles of Agreement, the Special
Conditions, the Conditions, the Appendix, the Schedule
of Quantities and Specifications etc. attached hereto
and duly signed.

e "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 to have been received when in the ordinary course of post it would have been delivered.

- f** “Act of Insolvency” Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- g** “Net Prices” If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- h** “The Works” Shall mean the Design, Supply, Installation, testing and commissioning of fully automatic organic waste converter system for Bank’s staff quarters ‘Utkarsh’ at Subhash Bridge in Ahmedabad as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

Scope of Contract

- 2** The work includes the Design, supply, installation, testing and commissioning of fully automatic organic waste converter as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings 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 or between the Schedule of Quantities and/or Drawings and/or Specifications.
- c The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- d The removal and/or re-execution of any works executed by the Contractor.
- e The dismissal from the works of any persons employed thereupon.
- f The opening up for inspection of any work covered up.
- g The amending and making good of any defects under Clause 28 & 29 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer 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 the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

For the purpose of entering day to day instructions by the employer, the, a "Site instruction Book" shall be maintained in which the instructions shall be entered by the employer. Instructions to the contractor shall be issued through Bank's engineer/ Engineer-In-Charge.

- 3 Scope of contract includes, but is not limited to, the following:
 - a) The coordination, scheduling and management of work of component suppliers and subcontractors.
 - b) Provide equipment as specified in the technical specifications.

Contractor's Duties

- 4 Contractor's duties include the following:
 - a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
 - b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion

of required work.

c) Give required notices.

d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.

e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

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

Drawings, Schedule of Quantities & Agreement

6 The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. The Contractor shall pay applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

Work Sequence

7 The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time period starts from the date work order is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of Estate

8 The site of the work is an occupied Bank's premises. Contractor's use of Estate shall be subject to following:-

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- Assume full responsibility for protection and safekeeping of tools and

products stored on or off Estate.

- Move stored products which interfere with operations of building or the operations of other trades.
- Obtain and pay for use of additional storage or work areas needed for operations.

Contractor to provide everything at his cost

9 The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal office functions

10 This project is to be executed in an existing occupied building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

11 If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building etc. The Contractor shall perform such works during Employer dictated hours and shall include all costs in its tender.

12 The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating

procedures and include an allowance for it in the tender.

Protection of work and property

- 13** The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

Authorities, Notices and Patents

- 14** 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 26 thereof.

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

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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 work

- 15** The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of two year from the completion of the works, the Contractor shall, if so required,

at his own expense, rectify such error to the satisfaction of the Employer.

Materials and workmanship to conform the descriptions

16 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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

Contractor's superintendence and representative on the works

17 The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Dismissal of Workmen

18 The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

Access to Works

19 The Employer and their respective representatives shall at all reasonable times have free access to the works and/or 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 and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

Assistant Manager (Tech)/ Manager (Tech)

20 The term “Assistant Manager (Tech)/Manager (Tech)” shall mean the person appointed and paid by the Employer to inspect the works, 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 time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (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 and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

Assignments and Sub-lettings

21 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and 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.

22 No alteration, omission or variation shall vitiate this Contract but in case the Employer 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 his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings

without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of quantities

23 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 26 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

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

The quantities in the schedule of quantities approximately indicate the total extent of work, but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

Measurement of Works

25 The Assistant Manager (Tech)/Manager (Tech) 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 Assistant Manager (Tech)/Manager (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 Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement 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 authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

Prices for extra etc. ascertainment of

26 The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14, 22 & 23 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work 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, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

(c) Where the extra works are not of similar character and/or 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 omission 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 Employer the net rate or 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 Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

Unfixed material when taken into account to be the property of the Employer

27 Where in any Certificate (of which the Contractor has received payment) the Employer 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 shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials

Removal of improper work

28 The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, 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 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 the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

Defects after virtual completion

29 Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 5 years after the virtual completion of the works, arising in the opinion of

the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit 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 Employer as provided in various clauses 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 provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of Virtual Completion and Defect Liability Period

30 The works shall not be considered as completed until the Employer 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

31 All Specialists, Merchants, Tradesman and others 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 Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the

works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

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

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

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

Other persons employed by Employer

32 The Employer reserves the right to use the Estate 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 materials for the execution of such work. 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 respect of damage to person and property

33 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as

well as all 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 buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind 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 of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the 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 risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the 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(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen 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 any Sub-

Contractor and shall at his own expenses effect and maintain, until the 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(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. 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 damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money 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 payments in respect of the expenditure incurred for rebuilding 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 Employer 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.

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

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 site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of Commencement and Completion

35 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 Employer 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 Employer 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.

Damages for Non-completion

36 If the Contractor fails to complete the works within the period stated in the Appendix Here in before referred to or within any extended time under Clause 37 hereof and the Employer 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 works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

Delay and Extension of Time

37 If in the opinion of the Employer, 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 or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of

workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out 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 Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

Failure of Contractor to comply with Employer's instructions

38 If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work

whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer

39 If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

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 or which may become due to the Contractor hereunder,

Or

if the Employer determine that the Contractor

(i) has abandoned the Contract, or

(ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer 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

(iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or

(v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force 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, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the 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 or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer 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 realised. The Employer 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 decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by the Contractor

40 If 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 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 26 hereof.

Certificates and Payments

41 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in 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 Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally

completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within 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 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 Employer 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.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

Delayed Payment

42 Any amounts payable by the Employer to the Contractor if not paid within the "Period for 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.

Matters to be finally determined by Employer

43 The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,15,16,21,25,26,27,28,29,37(a,b,c,d,f), 38, 39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration

and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by arbitration

44 All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the 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 excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

of such settlement or compromise.

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

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

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

The venue of arbitration shall be place the centre/ city in which the work is being executed.

Right of technical scrutiny of final bill

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

Employer entitled to recover compensation paid to workmen

46 If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act 1923, or any statutory modifications 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 rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer 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 full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of Works

47 If at any time after 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 Employer 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.

Return of surplus materials

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

Right of Employer to terminate Contract in the event of death of Contractor,

if individual

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

Accident Reports

50 In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Marginal Notes

51 The notes in the box 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 into account in the interpretation of these presents and the annexures hereto.

SPECIAL CONDITIONS

Progress of Work

52 Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule (including details of all the important activities involved). The contractor shall also inform the Bank in writing the details of the project team who will be responsible for planning/ execution of the work.

53 The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

Non- Disclosure Clause

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

contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

Prevention of Sexual Harassment of women at work places:

55 The Firm shall be solely responsible for full compliance with the provision of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.

b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c. The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.

d. The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

Errors, Omission and Descriptions:

56 (a) Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.

(b) In case of any discrepancy in rate quoted and amount of the item, the tender shall be evaluated as follow:

(i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.

(ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

(iii) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

(c) Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

(d) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Employer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

Adherence to provisions of various Statutes/Laws:

57 a. The Firm shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under.

b. The Firm will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the labourers engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.

Bank entitled to recover compensation paid to workmen: If, for any reason, the Bank 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 workmen employed by the firm in execution of the works, the Bank shall be entitled to recover from the Firm the amount of

compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Firm under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Firm and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

Section V: Appendix hereinbefore referred to

- | | | |
|---|---|---|
| 1 | Defects Liability Period | Twelve months from the date of Virtual Completion Certificate referred to in Clause 29 of the section " Conditions Hereinafter Referred To ". |
| 2 | Period of Final Measurement | 3 months |
| 3 | Date of Commencement | 10th day from the date of letter of award of work. |
| 4 | Date of Completion | Date of virtual completion certificate. |
| 5 | Liquidated Damages at the rate of | 0.25% of the contact value per week of delay subject to a maximum of 10% of the contract value as per Clause 36 of the section " Conditions Hereinafter Referred To ". |
| 6 | Value of works for interim certificates | ₹3.90 lakhs for RA bill |
| 7 | Period for honouring certificates | One month for interim bills and 3 months for final bill. |
| 8 | Interest for delayed payment | 3% per annum |

Signature of the contractor with date and stamp

Section VI: Articles of Agreement

करार

(to be executed by successful tenderer on award of contract)

यह करार एक पक्ष के रूप में भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई- 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरे पक्ष के रूप में (जिसे इसके बाद ठेकेदार कहा गया है) के बीच के दिन निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता भारतीय रिज़र्व बैंक, " उत्कर्ष " सुभाषब्रिज स्टाफ कॉलोनी मे वेस्ट कन्वर्टर मशीन की डिज़ाइन , आपूर्ति, स्थापना, परीक्षण और कमीशन का कार्य लिए इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of Supply, Installation, Testing and Commissioning of fully automatic organic waste converter at Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad and has caused specifications and schedule of quantities describing the work to be done to be done. AND WHEREAS the said specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

तथा जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य) , जिन्हें इसके बाद सामूहिक रूप से " उक्त शर्तें "कहा जाएगा (के अनुसार कार्य को, जो उक्त ड्राइंग तथा/अथवा उक्त विनिर्देश में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर) इसके बाद इसे " उक्त संविदा राशि "कहा जाएगा (कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the tender, 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 Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS

1. ठेकेदार उक्त शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम पूरा करेगा।

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions, execute and complete the work described in the said Specifications and the Schedule of Quantities.

2. नियोक्ता, ठेकेदार को उक्त संविदा राशि अथवा समय-समय पर देय होने वाली अन्य राशि उक्त शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

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. उक्त शर्तों के अनुसार संपदा विभाग, भारतीय रिज़र्व बैंक, अहमदाबाद के उप महाप्रबंधक नियोक्त की तरफ से काम करेंगे।

In the said conditions hereinbefore mentioned, the DGM (Estate) shall act on behalf of the Employer.

4. उक्त शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़े जाएँगे और इस करार का हिस्सा माने जाएँगे और संबंधित पक्ष इस करार की उक्त शर्तों तथा संबंधित पत्राचार का पालन करेंगे और उक्त शर्तों के अनुसार क्रमशः अपनी ओर से करार का पालन करेंगे।

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.

5. इसमें उल्लिखित ड्राइंग, करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

The agreement and documents mentioned herein shall form the basis of this contract.

6. यह संविदा न तो एक निर्धारित एकमुश्त संविदा है और न ही कोई आंशिक कार्य संविदा है, बल्कि यह संपूर्ण कार्य के लिए संविदा है जिसका भुगतान वास्तविक रूप से किए गए कार्य की मात्रा तथा संभावित मात्रा के लिए कार्य की अनुसूची में उद्धृत दरों से या उक्त शर्तों में वर्णित किए गए अनुसार किया जाएगा।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but it is a Contract to carry out the work in respect of **Supply, Installation, Testing and Commissioning of fully automatic organic waste converter at Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad** to be paid for according to

actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said Conditions.

7. ठेकेदार, नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों को सभी कार्य करने के लिए प्रत्येक उचित सुविधा प्रदान करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श इत्यादि को हुई क्षति की भरपाई करेगा।

The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने या उसके कुछ हिस्सों को बनाए रखने का अधिकार सुरक्षित होगा। तथापि, निविदा में उल्लिखित मात्रा से अधिक कार्य करने के लिए बैंक के इंजीनियर द्वारा लिखित में अनुमोदित किए बिना किसी भुगतान का पात्र नहीं होगा।

The Employer reserves to itself the right of altering the 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.

9. समय इस अनुबंध के सार के रूप में माना जाएगा और ठेकेदार इसके द्वारा उसे कार्यस्थल सौंपे जाने के तुरंत बाद कार्य प्रारंभ करने एवं समय विस्तार का प्रावधान होने के बावजूद कार्य आदेश जारी होने के 10वें दिन से काम शुरू करने, इनमें से जो भी बाद में हो, तथा 60 दिनों के निर्धारित अवधि के भीतर संपूर्ण कार्य पूरा करने के लिए सहमत हुआ है जैसा कि उक्त शर्तों में उल्लिखित है।

Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from tenth day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 60 days subject nevertheless to the provisions for extensions of time.

10. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिज़र्व बैंक, अहमदाबाद में किए जाएंगे।

All payments by the Employer under this contract will be made only at Ahmedabad.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को अहमदाबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार अहमदाबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

12. इस संविदा के अलग-अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया है।

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

नियोक्ता और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो) If the Contractor is a partnership or an individual नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

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

हस्ताक्षर खंड (यदि ठेकेदार एक कंपनी हो)	Signatures (If the contractor is Company.)
भारतीय रिज़र्व बैंक, अहमदाबाद की ओर से हस्ताक्षरित एवं सुपुर्द श्री ----- -----	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____
(नाम एवं पदनाम)	(name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1) ----- ----- पता ----- -----	(1) Address
1) ----- ----- पता ----- -----	(2) Address

यदि पक्ष एक साझेदारी फ़र्म या एक व्यक्ति हो	If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
की ----- क्षरित एवं सुपुर्दओर से हस्ता इनकी उपस्थिति में हस्ताक्षर किए गए	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri ----- (name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1 ----- पता ----- -----	(1) Address
2) ----- ----- पता ----- -----	(2) Address

निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसरण में इस पर ----- की कॉमन मुहर लगाई गई है।

(गवाह)

(1) -----

(2) -----

यदि निविदाकार कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो दस्तावेजों पर हस्ताक्षर किए हैं तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

निदेशक, जिन्होंने निम्नलिखित के साक्ष्य में दस्तावेजों पर हस्ताक्षर किए हैं।

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) -----

विधिवत गठित अटर्नी एवं यदि ठेकेदार चाहे कंपनी के रूप में

श्री -----या वैयक्तिक रूप में मुख्तारनामा के द्वारा हस्ताक्षरित एवं सुर्पुद अंतर्गत हस्ताक्षर करता हो।

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

(1)

(2)

The Contractor by the hand of
Shri

And duly constituted attorney.

Section VII: Technical Specifications

Description

This section of the specification includes the Design, Supply, Installation, Testing and Commissioning of 100 kg per day capacity Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

- 1 Design, supply, installation, testing and commissioning of **Fully Automatic Organic Waste Composting Machines** but not a batching system , which do an automated on-site compostable waste decomposition system that decomposes compostable waste using an energy-efficient and automated control process. The system requires no enzymes additives or fresh water during the entirety of the decomposition process also the system recycles the heat energy reducing overall consumption of power.
- 2 These machines with power full gear control system for heavy duty operations & its all accessories & sub-components required to complete below process includes mixing, composting & curing with control panel.
- 3 The inside vessel is constructed of SS 304 and the decomposition chamber has means of mechanical agitation. The chamber has jacket with substantial insulation and well-sealed inlet and outlet doors so as to minimize energy consumption. The utility requirements will be electrical connection and a suitable size and capacity condensate water drain line to be provided. There is no requirement of venting and fresh water connections to said machines.
- 4 The main motor continues with gear drive in order to reduce friction, noise and to transfer 100 % rotational energy to the rotating shaft. The material of the heavy duty rotating shaft is SS304 with suitable size diameter to make it strengthen and long life.
- 5 The decomposing chamber is capable of producing 80 degrees centigrade during the processing to ensure that the end product is essentially odour free.
- 6 The machines are provided with activated carbon filter in order to make environment odourless.
- 7 The system is capable of reducing compostable waste weight and volume by 70 % to 80 % in proportionate of the waste input.
- 8 The construction material of body cover of machine should be full stainless steel SS304.

9 Machine Specifications

- a** The Organic Waste Composting Machine should be continuous composting system with the 100 kg per day capacity as mentioned in the tender bill of quantity but not a batching system.
- b** The OWC machine should fully automatic and micro-organisms digestion based mechanism of compost.
- c** The equipment should be able to handle both the treatable dry and wet waste and turn the domestic / organic waste into manure within 24 hours maximum.
- d** The OWC machines should have facility of safety interlock for emergency switch and auto off if loading door gets opened.
- e** The OWC machines should have inbuilt shredder or separate shredder should be supplied with machines.
- f** The OWC machines should be noise free and odourless should have proper exhaust system provided with these machines.
- g** Control Panel- it should be cubicle type fixed / attached to OWC machine outer body and dust, rain, water proof with suitable control and protection devices / switchgears like overload relays, timers, contactors, connectors etc.
- h** The OWC machines should have separate door for waste input & separate door for compost removal.
- i** Heating method used in the OWC machines should have temperature controller and humidity sensor inside the machines.
- j** These OWC machines should be supplied with 4 core x 10 sq.mm armoured copper cable of minimum length 10 meters per machine of approved make.
- k** The system shall convert organic waste added to the machine into rich compost by reducing its volume by almost 70-80 % of the original. It should compost minimum 100 kg. per day without affecting the general operation of the system fully automatically to get ready to use compost for use in a day.
- l** The organic waste composition machine should process following waste items,
 - 1) Domestic / residential waste -Vegetables waste, Fruits and skins, Cooked or uncooked food/ meat, Bones/ egg shells, Bread/ Bakery items

etc.

2) Garden waste – dry leaves, dead tree roots, small branches etc.

3) Vegetable Market Waste – rotten vegetables, fruits, flowers etc.

m The tenderer should specify and furnish a list of non-treatable items with the tender document.

n Tenderer shall supply minimum 20 nos. manure collection GI 18 SWG rubber paited, transfer trays having 10-20 KG capacity each for each set of machine.

o Bank will make necessary foundation and shade where the machine will be installed and will provide required power supply and water supply (if required) for the system. Details of foundation and shade will be made based on the requirement of selected machine and details made available by the successful tenderer.

p Cables/ Conduits

All cables/conduits to be laid on wall, underground on the hangers wherever necessary and as directed by Bank's engineer with required hardware accessories. The cables shall be FRLS, armoured PVC insulated, copper conductor cables, and shall be of specified make. All the cables shall be properly terminated and labeled.

10 Installation of the Machine

(i) As the work is to be carried out in existing premises, therefore, the execution of this work has to be meticulously planned and executed in consultation with site engineer and concern officer in such a manner that fire safety of the building is not hampered.

(ii) The work shall be taken for execution only after the entire material has been supplied at site.

(iii) Before commencement of execution of work, the tenderer shall design the machines / system and prepare the drawings for the proposed new organic waste composting machines and get the same approved from Bank.

(iv) All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas as per Bank's direction.

11 Testing of the System

The contractor shall arrange and provide at no extra cost, the service of a competent, factory-trained engineer or technician authorized by the

manufacturer of the organic waste composting machines to technically supervise and participate during all of the adjustments and tests for the system.

12 Final Inspection and hand over

At the final inspection, a factory trained representative of the manufacturer of the major equipment shall demonstrate that the systems function properly in every respect before hand over of the system.

13 Practical Training

- (i) Provide instruction as required for operating the system. "Hands-on" demonstration/ training of the operation of all system components and the entire system including program changes and functions shall be provided to the concerned officials for at least five days for each machine at respective site.
- (ii) The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation and Standard Operating Procedure "

14 Documentation

- (i) Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.
- (ii) It should include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete point to point wiring diagrams, annunciator layouts and main control layout, configurations and terminations
- (iii) Complete operating and maintenance manuals including technical data sheets
- (iv) Provide a clear and concise description of operation which gives, in detail, the information required to properly operate the equipment and system
- (v) Four copies of the above documents in book form, well bound should be submitted at the time of hand over of the system.

15 List of approved makes of material

- | | |
|---|--|
| a FRLS copper conductor
armoured cables | Finolex, Polycab, Gloster, CCI |
| b Switchgears (MCBs, Contactors,
Over Load Relays etc.) | L & T , Siemens, Crompton, Hager,
Legrand |

c Connectors	Connect well / Elmech / L & T
d Timers	Selectron / GIC / Siemens / L&T
e Heating Element	Technique / Telemechanic / Siemens / Equivalent make
f Motors	Siemens, ABB, Kirloskar, Crompton, Bharat Bijlee
g OWC fully automatic with shredder	SMS HYDROTECH / TERRANOVA / KWIK COMPOSTER / ECOTECH / GREEN VIRON / ECO SUPPORT / GOLDUST of LAHS GREEN / BIONEER Of EXCEL / ECOMAN / Equivalent make

16 The OEM must have their service setup in Gujarat.

I/We hereby declare that I/we have read and understood the above specifications.

Place

Signature of bidder

Date

Section VIII: Technical Checklist
Technical Particulars to be furnished by the contractor

Sr. no.	Description	Bank's Requirements	Offered by the Tenderer
1	Make of the machine	Approved make	
2	Model of the machine		
3	Capacity of the machine	minimum 100 kg per day	
4	Output in percentage		
5	Volume reduction in percentage	minimum 70%	
6	Installation requirement about power Single or three phase		
7	Approx. Dimensions (Lx B x H) of machine in (Meter)		
8	Voltage		
9	Power rating in Kw		
10	Unit consumption/day		
11	Material of Composting Tank	SS304 (Stainless Steel)	
12	Operation type		
13	Waste input & compost removal provision / system		
14	Heater system		
15	Heater type & make		
16	Shredder is inbuilt or separate		
17	Weight of Machine		
18	Composting method		
19	Outer body type and material	SS304 (Stainless Steel)	
20	Processing time		
21	Other features		

22	Treatable items		
23	Untreatable items		
24	Whether control is PLC based	Yes (Preferably)	

Note :

The tenderers have to supply the technical literature of all the above offered makes and models along with part I of the tender. The firm must have installed and commissioned at least one organic waste composting machine of the above offered make. The details of such installation shall be furnished.

Signature of Tenderer and Seal

Date

Schedule of Technical Deviations

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

Sr. No.	Section No.	Clause No.	Deviation Proposed
1	2	3	4

Seal & Signature of company

Name

Designation

Date

Section IX: Commercial Checklist

Design, Supply, Installation, Testing and Commissioning of 100 kg per day capacity fully automatic organic waste converter at Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs.13000/- (Rupees thirteen thousand only)	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	One year from date of virtual completion.	
6	Service after sales during AMC	Quoted rates shall include the cost of repairs/ maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and quarterly visit.	
7	Completion period	60 days from 10th day of letter of award of work.	
8	Liquidated damages	0.25% per week of delay subject to a maximum of 10% of the contract value.	
9	Penalty during warranty & AMC period	As per Clause 20.2 of 'General Instructions to tenderers'	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Seal & Signature of Contractor

Section X: Unpriced Schedule of Quantities

Sr. No	Description	Unit	Quantity
A	Design, Supply, Installation, Testing and Commissioning of minimum 100 kg per day capacity Fully Automatic Organic Waste Composting Machine with fully stainless steel (SS304) outer housing and shredder (fully automatic for ready to use compost) in Bank's Staff Quarters 'Utkarsh' in Ahmedabad, including 20 nos. standard manure collection / transfer tray having 10-20 KG capacity, as per detailed specifications given in Part I of the Tender. The rates should be inclusive of GST and all other taxes, duties, Octroi, and insurance etc.	Set	01
B	Comprehensive AMC Charges (after DLP period of one year)		
	All-inclusive Comprehensive Annual Maintenance (CAMC) Charges for the entire 100 kg per day capacity OWC machine unit (payable on quarterly basis on rendering satisfactory services) after completion of the initial warranty period of one year.	No.	01

Section XI: Annexures

- I Proforma of The tenderer's Confirmation of technical sufficiency to deliver the objective of proposed Organic Waste Converter System
- II Proforma of Letter of Authorization from the OEM to participate in this Bid
- III Proforma Of Bank Guarantee For Earnest Money Deposit/ Bid Security
- IV Proforma Of Bank Guarantee For Performance Security Deposit
- V Proforma of undertaking for maintenance confirmation by the Bidder
- VI Format For Power Of Attorney For Authorized Signatory
- VII Format For Client's Certificate Regarding Performance Of The Bidder
- VIII Format of Banker's Certificate
- IX Undertaking (Regarding site visit by the tenderer in order to understand the work)
- X Proforma for Indemnifying the Employer Against Non Compliance to Contract labour Rules/regulations
- XI Proforma for Indemnifying the Employer against Patent Rights
- XII Proforma for providing input for NEFT Payment

Annexure- I: Proforma of The tenderer's Confirmation of technical sufficiency to deliver the objective of proposed Organic Waste Converter System

Date:

To
Shri Jayant Kumar Dash
Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad

Subject: Confirmation of technical sufficiency to deliver the objective of proposed Organic Waste Converter system

Sir,

We have examined the objective, technical specifications and bill of quantities indicated in the tender for the proposed fully automatic organic waste converter system. After examining the same, we confirm that the technical specifications and the bill of quantities set out in the tender are sufficient to implement and deliver the stated objective of the tender.

Yours faithfully,

For and on behalf of

M/s _____(Name of the tenderer)

Signature :

Company Seal

Name :

Designation :

Address :

Date :

Annexure – II: Proforma of Letter of Authorization from the OEM to participate in this Bid

(To be issued by the manufacturer of offered make of equipment on his letterhead)

To

Shri Jayant Kumar Dash

Regional Director

Reserve Bank of India

Estate Department,

Ahmedabad

Dear Sir,

Subject: Authorization Letter to M/s _____ for participation in the bid for Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

We _____, (name and address of the manufacturer) the manufacturer of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are current line of products and we hereby undertake to support these equipment / software in terms of availability of spares/ upgrades for software and hardware for the duration of minimum 9 years from the date of this letter.

In the unlikely event of M/s _____ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 8 years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s _____(Name of the manufacturer)

Signature of authorized signatory:

Name :

Designation :

Address :

Date :

**Annexure – III: Proforma Of Bank Guarantee For Earnest Money
Deposit/ Bid Security**

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

To

Shri Jayant Kumar Dash
Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

Ref.: Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, 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 upto _____ (six months from the last date of receipt of tender) 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.

Authorized Official (with seal)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

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

Annexure IV: Proforma Of Bank Guarantee For Performance Security Deposit

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Shri Jayant Kumar Dash
Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations

under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. ____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other

matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force 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.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

.....

.....

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

**Annexure V: Proforma of undertaking for maintenance confirmation
by the Bidder**

Place: _____

Date: _____

Shri Jayant Kumar Dash

Regional Director

Reserve Bank of India

Estate Department,

Ahmedabad

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

We hereby undertake to maintain the (name of the equipment)_____to be installed by us in your Premises satisfactorily, for a period of not less than 7 years, after expiry of the defect liability/warranty period of one year, under Comprehensive Annual maintenance Contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s _____, the Original Equipment Manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Annexure VI: Format For Power Of Attorney For Authorized Signatory

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Shri Jayant Kumar Dash
Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad
Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank’s staff quarters ‘Utkarsh’ at Subhash Bridge in Ahmedabad

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 bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder
Name/(s)
Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable

Annexure VII: Format For Client's Certificate Regarding Performance Of The Bidder

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Stipulated date of completion
6. Actual date of Completion
7. Detail 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 work 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) Amount of work paid on reduced rate
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 Behavior	Outstanding/Very Good/ Good/Satisfactory/Poor

Note : All Columns should be filled in properly

Reporting officer* with office Seal

*Countersigned

*Officer of the rank of executive engineer or equivalent

Annexure VIII: Format of Banker's Certificate

1. Composition of the firm (whether Partnership/private limited/Proprietorship/Public Limited.)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Turnover of the firm for the last 3 financial year (Year Wise).
2017 - 2018
2016 - 2017
2015 - 2016
4. Credit facility / Overdraft Facility enjoyed by the firm
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other Remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for work estimated to cost Rs 6.50 lakhs.

Seal & Signature
For the Bank

Note:

1. Banker's Certificates should be on letter head of the Bank, sealed in cover addressed to Regional Director, Reserve Bank of India, Estate Department, Reserve Bank of India, Main Office Building, Ahmedabad- 380014.
2. In case of Partnership firm, certificate should include name of all partners as recorded with the Bank

Annexure IX: Undertaking
(Regarding site visit by the tenderer in order to understand the work)

Place: _____

Date: _____

Shri Jayant Kumar Dash

Regional Director

Reserve Bank of India

Estate Department,

Ahmedabad

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the waste composting machine requirement, working presently and also the scope of work for the proposed machine / system.

Yours faithfully,

()

Authorized signatory

(Name and address of the company with Company Seal)

Date:

**Annexure X: Proforma for Indemnifying the Employer Against Non
Compliance to Contract labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Shri Jayant Kumar Dash

Regional Director

Reserve Bank of India

Estate Department,

Ahmedabad

Dear Sir,

Name of Work: Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

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

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

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annexure XI: Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Shri Jayant Kumar Dash
Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad

Dear Sir,

Name of Work : Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Composting Machines for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annexure XII: Proforma for providing input for NEFT Payment

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

--

2. Supplier's / Vendor's Name as per Bank Records:

--

3A. Supplier's Code

--

3B. Supplier's PAN Number: #

--

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

Supplier's / Vendor's Complete Postal

4. Address:

Door No.		Street:	
Location :		District:	
City:		State	PIN

Supplier's / Vendor's E-mail

5. ID:

--

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

	M	
--	----------	--

7. Name of the Bank:

--

Bank (Branch) Postal

8. Address:

--

9. RTGS*/NEFT /MICR- Code of the Branch:**

RTGS:	
NEFT:	
MICR:	

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer". MICR-Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

11. Bank Account Number of the Supplier: ©

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**Date: Supplier's Seal: Authorized Signature of the Supplier:
 Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per
 our records.**

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.



भारतीय रिज़र्व बैंक
संपदा विभाग
अहमदाबाद

निविदा

भारतीय रिज़र्व बैंक, " उत्कर्ष " सुभाषब्रिज स्टाफ कॉलोनी मे वेस्ट कन्वर्टर मशीन की डिज़ाइन ,
आपूर्ति, स्थापना, परीक्षण और कमीशन का कार्य

भाग-II

Price Bid

निविदाकार का नाम: _____

पता: _____

प्रि-बीड मीटिंग : दिसम्बर 13, 2018 को 11:00 बजे

मीटिंग का पता : मीटिंग कक्ष, चोथी मंजिल, भारतीय रिज़र्व बैंक, गांधी ब्रिज के पास, आश्रम रोड,

अहमदाबाद-380014

पूर्ण निविदा फॉर्म जमा करने की अंतिम तिथि : दिसम्बर 28, 2018 को 2.00 बजे तक

पूर्ण निविदा फॉर्म भाग I खोलने की तिथि : दिसम्बर 28, 2018 को 3.00 बजे

Schedule of Quantity

Design, Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Converter machine for Bank's staff quarters 'Utkarsh' at Subhash Bridge in Ahmedabad

Price Bid

Sr. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
A	Design, Supply, Installation, Testing and Commissioning of minimum 100 kg per day capacity Fully Automatic Organic Waste Composting Machine with fully stainless steel (SS304) outer housing and shredder (fully automatic for ready to use compost) in Bank's Staff Quarters 'Utkarsh' in Ahmedabad, including 20 nos. standard manure collection / transfer tray having 10-20 KG capacity, as per detailed specifications given in Part I of the Tender. The rates should be inclusive of GST and all other taxes, duties, Octroi, and insurance etc.	1	No		
	Total cost (A) in figures				
	Total cost (A) in words :				
B	Comprehensive AMC Charges (after DLP period of one year)				
	All-inclusive Comprehensive Annual Maintenance (CAMC) Charges for the entire 100 kg per day capacity OWC machine unit (payable on quarterly basis on rendering	1	job		

	satisfactory services) after completion of the initial warranty period of one year (inclusive of GST and all taxes, duties and charges)				
	Total cost (B) in figures				
	Total cost (B) in words :				
	Total Cost of Ownership= A+5.6868*B				

दिनांक:

ठेकेदार के हस्ताक्षर मुहर के साथ

स्थल: