



भारतीय रिज़र्व बैंक
संपदा विभाग
भुवनेश्वर

खंड ए

ई - निविदा आमंत्रण सूचना

कार्य का नाम: भारतीय रिज़र्व बैंक, भुवनेश्वर के मुख्य कार्यालय परिसर के लिए न्यूनतम 15 केएलडी प्रत्येक (संख्या 2) की क्षमता वाले एफआरपी से बने पैकेज टाइप अधिमानतः भूमिगत सीवेज उपचार संयंत्र की डिजाइन, आपूर्ति, संस्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी) के लिए निविदा।

ई-निविदा संख्या: आरबीआई/क्षेत्रीय कार्यालय भुवनेश्वर/संपदा/ 6/24-25/ET/233

ए. पात्रता मानदंड:

भारतीय रिज़र्व बैंक, भुवनेश्वर के मुख्य कार्यालय परिसर के लिए न्यूनतम 15 केएलडी प्रत्येक (संख्या 2) की क्षमता वाले एफआरपी से बने पैकेज टाइप अधिमानतः भूमिगत सीवेज उपचार संयंत्र की डिजाइन, आपूर्ति, संस्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी) के लिए निविदा में भाग लेने के लिए मूल उपकरण निर्माताओं (ओईएम) या ओईएम से सिफारिश प्राप्त उनके अधिकृत डीलरों से दो भागों में ई-निविदाएं आमंत्रित की जाती हैं।

1. कार्य की अनुमानित पूंजी लागत ₹68,20,400/- है और इसे 4 कैलेंडर महीनों के भीतर पूरा किया जाना है।
2. केवल वे फर्मों जिनके पास वैध पीएफ, ईएसआई और जीएसटी पंजीकरण हैं और उनके पास **बड़े कार्यालय भवनों/आवासीय परिसरों के लिए किसी भी एसटीपी का कार्य** को करने के क्षेत्र में न्यूनतम 5 वर्ष का अनुभव है और व्यक्तिगत रूप से समान लागत वाले समान कार्यों को सफलतापूर्वक निष्पादित किया है (ए) तीन कार्य, प्रत्येक की लागत अनुमानित लागत के 40% के बराबर राशि से कम नहीं होनी चाहिए या (बी) दो कार्य, जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर राशि से कम नहीं होनी चाहिए या (सी) एक कार्य की लागत, अनुमानित लागत के 80% के बराबर राशि से कम नहीं होनी चाहिए। आवेदन आमंत्रित किए जाने वाले महीने के अंतिम दिन को समाप्त होने वाले पिछले 5 वर्षों के दौरान अनुमानित लागत के 80% के बराबर राशि और पिछले 3 वित्तीय वर्षों के दौरान **न्यूनतम वार्षिक टर्नओवर ₹68,20,400/-** हो।
3. विक्रेता को निष्पादन चरण के दौरान निर्माता से कम से कम 20 वर्षों की टैंक-दीर्घकालिकता का प्रमाण पत्र प्रस्तुत करना होगा और बोली जमा करते समय इस आशय का एक उपक्रम/घोषणा प्रस्तुत करना होगा।
4. बिक्री के बाद सेवा प्रदान करने के लिए फर्मों के पास भुवनेश्वर में या भुवनेश्वर शहर से 600 किमी के दायरे में सर्विस सेट-अप होनी चाहिए, केवल वे ही कार्य के लिए निविदा के लिए पात्र होंगे।
5. ई-निविदा के लिए आवेदन करते समय, निविदा प्रक्रिया में भाग लेने के लिए उनकी पात्रता के बारे में बैंक को संतुष्ट करने के लिए लिखित रूप में निम्नलिखित जानकारी और प्रासंगिक दस्तावेज जमा करें।

(क)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना का पूरा विवरण (चाहे ठेकेदार एक व्यक्ति, या साझेदारी फर्म, या एक कंपनी आदि हो), आर्टिकल ऑफ एसोसिएशन पावर / प्रासंगिक अन्य दस्तावेज की प्रति /ऑफ अटॉर्नी सहित साझेदार फर्म के नाम और पते अपलोड किए जाने हैं।
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(ख)	कार्य अनुभव और निर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	अर्हक कार्यों के लिए विस्तृत कार्य आदेशों की प्रतियां जिसमें कार्य अवार्ड की तारीख, कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय आदि शामिल हों और पूर्ण होने की वास्तविक तिथि और निष्पादित समान कार्यों के वास्तविक मूल्य को दर्शाने वाले संबंधित समापन प्रमाण पत्र कार्य करने के अनुभव के तौर पर अपलोड किए जाने चाहिए। भारतीय रिजर्व बैंक के किसी भी केंद्र पर किए गए पिछले कार्य अनुभव, यदि कोई हो, के दस्तावेजी साक्ष्य दिए जाने चाहिए।
(ग)	ठेकेदार की ऋण पात्रता और निर्दिष्ट अवधि के दौरान उनका टर्नओवर	चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित ठेकेदार के व्यवसाय के नवीनतम अंतिम लेखों सहित आयकर क्लियरेंस प्रमाणपत्र / आयकर मूल्यांकन आदेशों की प्रतियां ऋण पात्रता के प्रमाण के रूप में संलग्न की जानी चाहिए और पिछले तीन वर्षों के टर्नओवर का विवरण अपलोड किया जाना चाहिए।
(घ)	बैंकरो और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	संपर्क अधिकारियों (अर्थात फर्म के बैंकरो के कार्यालय के जिन व्यक्तियों से, यदि आवश्यक हो तो संपर्क किया जा सकता हो) के नाम, डाक पते, ईमेल आईडी, दूरभाष (लैंडलाइन और मोबाइल नं.) के पूर्ण विवरण सहित बैंकरो के नाम और पते के बारे में लिखित जानकारी अपलोड किया जाना चाहिए।
(ङ)	बैंक खातों का विवरण	बैंक खातों का पूरा विवरण, जैसे खाता संख्या, खाते का प्रकार, कब खोला गया आदि अपलोड किया जाना चाहिए।
(च)	ग्राहकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	संपर्क अधिकारियों (अर्थात, जिन व्यक्तियों से बैंक द्वारा आवश्यकता पड़ने पर ग्राहकों के कार्यालय में संपर्क किया जा सकता है) के पूर्ण विवरण सहित फर्म के ग्राहकों के नाम और पते के बारे में लिखित जानकारी अपलोड किया जाना चाहिए।
(छ)	पूर्ण किये गये कार्यों का विवरण	ग्राहक-वार कार्य (कार्यों) के नाम, कार्य (कार्यों) के निष्पादन का वर्ष (वर्ष), दिए गए कार्य (कार्यों) की वास्तविक लागत और वास्तविक लागत, संविदा (संविदाओं) में निर्धारित कार्य पूरा होने का समय और कार्य करने में लिया गया वास्तविक, उन अधिकारियों/प्राधिकरणों/विभागों के नाम और पूर्ण संपर्क-विवरण अपलोड किया जाना चाहिए जिनके तहत कार्य निष्पादित किया गया था/किए गए थे।
(ज)	सेवा सेटअप का विवरण	बिक्री के बाद सेवा प्रदान करने के लिए प्रस्तावित कार्य के स्थान पर स्थापित सेवा का पता और संपर्क विवरण।

- इच्छुक ठेकेदार द्वारा बैंक की अपेक्षाओं को संतुष्ट करने में विफल रहने की स्थिति में; बैंक के पास उन्हें निविदा प्रपत्र/दस्तावेज जारी करने से इंकार करने का अधिकार सुरक्षित है। इच्छुक ठेकेदारों को निविदा की तकनीकी-वाणिज्यिक (भाग-1) बोली के साथ ऊपर बताए गए सभी बिंदुओं को पूर्ण करने वाले प्रासंगिक दस्तावेज अपलोड करने होंगे। पात्रता दस्तावेज और ईएमडी की स्कैन की गई कॉपी एमएसटीसी पोर्टल पर टेक्नो कमर्शियल बिड (भाग- 1) के साथ अपलोड की जानी चाहिए। यह विधिवत नोट किया जाना चाहिए कि निविदा प्रक्रिया ई-टेंडरिंग के माध्यम से एमएसटीसी पोर्टल पर निष्पादित की जाएगी।
- देखने के लिए निविदा प्रपत्र आरबीआई की वेबसाइट www.rbi.org.in या www.mstcecommerece.com/eprocn से डाउनलोड किया जा सकता है। **अर्हतापूर्व दस्तावेज पेपर्स और ईएमडी भुगतान के प्रमाण की स्कैन की गई कॉपी एमएसटीसी पोर्टल पर टेक्नो कमर्शियल बिड (भाग-1) के साथ अपलोड की जानी चाहिए। डिमांड ड्राफ्ट मूल रूप से एक सीलबंद लिफाफे में 14 अगस्त 2024, 11:00 बजे तक संपदा विभाग, भारतीय रिजर्व बैंक, दूसरी मंजिल, पं. जवाहरलाल नेहरू मार्ग, भुवनेश्वर 751001 के पते पर पहुंचना चाहिए। यदि एनईएफटी के**

माध्यम से भुगतान किया जाता है, तो एनईएफटी रसीद को पूर्व-पात्रता दस्तावेजों के साथ अपलोड किया जाना चाहिए। जांच के बाद, यदि किसी ठेकेदार के पास आवश्यक पात्रता नहीं पाई जाती है, तो उनकी निविदाएं आगे की प्रक्रिया के लिए बैंक द्वारा स्वीकार नहीं की जाएंगी। इसके अलावा, ठेकेदार को आगे की निविदा प्रक्रिया के लिए अर्हता प्राप्त करने के लिए मांगे जाने पर दस्तावेजों की मूल प्रति बैंक को जमा करनी चाहिए। निविदा दस्तावेज का विधिवत भरा और मुहर लगा हुआ भाग-1 ठेकेदारों द्वारा सभी अर्हता- पूर्व दस्तावेजों के साथ एमएसटीसी पोर्टल पर अपलोड किया जाना चाहिए।

इच्छुक ठेकेदार www.mstcecommerce.com/eprocn पर पंजीकृत होने के बाद ई-टेंडर में भाग ले सकते हैं। ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली www.mstcecommerce.com/eprocn के माध्यम से खोली जाएगी और लागू लेनदेन शुल्क का भुगतान फर्म को करना होगा।

8. निर्धारित प्रारूप में निविदा दो भागों में प्रस्तुत की जाएगी। निविदा के भाग-1 में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें शामिल होंगी, ₹1,36,408/- की ईएमडी एनईएफटी ट्रांसफर के माध्यम से खाता नंबर-186004001, भारतीय रिज़र्व बैंक, आईएफएससी कोड RBISOBPA01, शाखा का नाम - भुवनेश्वर, शाखा का पता - भारतीय रिज़र्व बैंक, दूसरी मंजिल, पं. जवाहरलाल नेहरू मार्ग, भुवनेश्वर 751001 या 'Reserve Bank of India, Bhubaneswar' के पक्ष में किसी अनुसूचित बैंक द्वारा जारी डिमांड ड्राफ्ट द्वारा जमा की जानी चाहिए। ईएमडी से संबंधित दस्तावेजों को पूर्व-पात्रता दस्तावेजों के साथ स्कैन और अपलोड किया जाना चाहिए। निविदा के भाग- II में केवल ठेकेदार की मूल्य बोली, बैंक की मात्रा की अनुसूची, निविदा आरेख, यदि कोई हो, के अलावा कोई शर्त नहीं होगी।
9. ठेकेदारों द्वारा निविदाओं का भाग-1 एमएसटीसी पोर्टल में प्रस्तुत किया जाएगा। इसे आरबीआई द्वारा 14 अगस्त 2024, 12:00 बजे खोला जाएगा। जो ठेकेदार अपने प्रतिनिधि नियुक्त करना चाहते हैं, वे संपदा विभाग, भारतीय रिज़र्व बैंक, द्वितीय तल, पं. जवाहरलाल नेहरू मार्ग, भुवनेश्वर 751001 में अपने प्रतिनिधि नियुक्त कर सकते हैं। निविदा का भाग II बाद में खोला जाएगा। इसके लिए उचित सूचना दी जाएगी।
10. ठेकेदारों को निम्नलिखित दस्तावेज जमा करने होंगे :
 - a) अपने ग्राहकों से अनुबंध IV के प्रारूप के अनुसार ग्राहक का प्रमाण पत्र, जिनके लिए उन्होंने इस नोटिस में बताए गए पात्रता (पात्रता पूर्व) मानदंडों के संदर्भ में "पात्र कार्य" किए हैं। बैंक अपने ग्राहकों और बैंकरों से ठेकेदार के पिछले कार्यनिष्पादन पर रिपोर्ट प्राप्त करेगा। बैंक निविदाओं के भाग- II को खोलने से पहले उक्त रिपोर्ट का मूल्यांकन करेगा। यदि किसी ठेकेदार के पास किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी कार्यनिष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो निविदा का भाग-1 खुलने के बाद भी बैंक उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। बैंक ऐसा करने के लिए कोई कारण बताने के लिए बाध्य नहीं है।
 - b) उनके बैंकर/बैंकरों से अनुबंध V के प्रारूप के अनुसार बैंकर प्रमाणपत्र।
11. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का भी अधिकार सुरक्षित रखता है।

12. क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, भुवनेश्वर, बिना कोई कारण बताए किसी भी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं और किसी भी नियम और शर्तों में छूट देने का भी अधिकार सुरक्षित रखते हैं। किसी भी ठेकेदार के पास अपनी बोली की अस्वीकृति के लिए आरबीआई के खिलाफ कार्रवाई या दावा करने का कोई कारण नहीं होगा।



**Reserve Bank of India
Estate Department
Bhubaneswar**

Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

e-Tender No: RBI/Bhubaneswar/Estate/ 6/24-25/ET/233

Part I (Techno-Commercial bid)

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

Disclaimer

Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.**

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

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Bhubaneswar/Estate/ 6/24-25/ET/233
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
c. Date of NIT available to parties to download (Notice for Inviting Tender)	July 18, 2024 (Thursday), after 18:00 Hrs.
d. Pre-Bid meeting	August 01, 2024 (Thursday) at 11:00 Hrs.
e. Date of placing minutes of the pre-bid meeting on RBI website	August 05, 2024 (Monday) at 13:00 Hrs
f. Earnest Money deposit	EMD of ₹1,36,408/- to be remitted through: i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to estatebhubaneswar@rbi.org.in Or ii. Demand Draft/ Banker's Cheque/ Bank Guarantee: DD/BC/BG in favor of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001
g. Last date of submission of EMD	August 14, 2024 (Wednesday), up to 11:00 Hrs.
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	August 05, 2024 (Monday), from 14:00 Hrs.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	August 14, 2024 (Wednesday), up to 11:00 Hrs.
j. Date & time of opening of Part-I (i.e., Technical Bid) Part-II Price Bid: Date of opening of Part II i.e., price bid shall be informed separately	August 14, 2024 (Wednesday), from 12:00 Hrs.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR**

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**Reserve Bank of India
Estate Department
Bhubaneswar**

Section A

NOTICE INVITING e-TENDER

Name of the work: “Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

A. Eligibility criteria:

- 1. E-tenders in two parts are invited for “Tender for Design, Supply, Installation, Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar from original equipment manufacturers (OEM) or the dealers having recommendation from OEMs for participating in the bid. The estimated capital cost of the work is ₹68,20,400/- and it is to be completed within 4 calendar months.**
- 2. Only those firms who have valid PF, ESI & GST registered and have minimum 5 years of experience in the field of undertaking any STP for large office buildings/residential premises and have executed successfully similar works individually costing (a) Three works each costing not less than the amount equal to 40% of the estimated cost or (b) Two works each costing not less than the amount equal to 50% of the estimated cost or (c) One work costing not less than the amount equal to 80% of the estimated cost during the last 5 years ending on the last day of the month prior to the one of which applications are invited and have a minimum annual turnover of ₹68,20,400/- during the last 3 financial years.**
- 3. The vendor must submit a certification of tank-longevity of minimum 20 years from the manufacturer during the execution phase and submit an undertaking/declaration to this effect while submitting the bid.**
- 4. Firms should be having a service set up at Bhubaneswar or within 600 km radius from Bhubaneswar city for rendering after sales service will only be eligible to tender for the work.**

5. At the time of applying for e-tender, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

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

- under whom the work(s) was/were executed should be uploaded.
- (h) Details of service setup Address and contact details of the service set up at the place of proposed work for rendering after sales service.

6. In the event of intending contractor's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them. Interested contractors have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. It is to be duly noted that the tender process shall be executed on the MSTC portal through e-Tendering.

7. Tenders form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eproc. **The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. The Demand Draft/ BG should reach in original in a sealed envelope to Estate Department, Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 by August 14, 2024 up to 11.00 Hrs. If paid through NEFT, the NEFT receipt should be uploaded along with pre-qualification documents.** After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. **Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process. The duly filled and stamped part-I of tender document should be uploaded by the contractors on MSTC portal along with all the pre-qualification documents.**

Interested contractors can participate in e-Tender after getting registered with www.Mstcecommerce.com/eproc. Online Part I – Techno-Commercial Bid and Part II– Price Bid shall be opened through www.mstcecommerce.com/eproc and applicable transaction charges have to be paid by the firm.

8. Tender in prescribed format shall be submitted in two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, the **EMD of ₹1,36,408/- should be submitted through NEFT transfer to A/C No-186004001, Reserve Bank of India, IFSC Code- RBIS0BBPA01, Branch Name – Bhubaneswar, Branch Address – Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 Or by a demand draft/ BG in the annexed format issued by a Scheduled Bank in favor of 'Reserve Bank of India, Bhubaneswar'. The documents pertaining to EMD should be scanned and uploaded with the pre-Qualification documents.** Part-II of the tender will contain no conditions but Contractor's Price Bid, Bank's Schedule of quantities, tender drawings, if any, only.

9. **Part-I of the tenders will be submitted by the Contractors in MSTC portal. The same will be opened by RBI on August 14, 2024 at 12.00 Hrs. Those contractors who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 for the same. Part II of the tender will be opened later. Due intimations will be given for the same.**

10. The contractors have to submit:

- a. Client's certificate as per format at Annex IV from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice. The Bank shall obtain reports on the past performance of the Contractor from their clients and bankers. The Bank shall evaluate the said reports before opening Part-II of the tenders. If any contractor is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to **reject his offer** even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- b. Banker's certificate as per format at Annex V from their banker/bankers.

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

12. Regional Director, Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.



**RESERVE BANK OF INDIA
Estate Department
Bhubaneswar**

Section B

Important Information

Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

1. e-Tenders are invited in two Parts for “**Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.** The estimated capital cost of the work is ₹68,20,400/- and it is to be completed **within 4 calendar months.**

2. Tender forms can be downloaded from MSTC portal from 18.00 Hrs. on July 18, 2024.

3. The tenders for the above work in two parts i.e., Part-I containing technical specifications and the terms & conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures **shall be filled/uploaded/attached on the MSTC portal, not later than 11.00 Hrs. on August 14, 2024, Part-I of the tenders will be opened on the same day at 12:00 hrs. Part-II of the tenders will be opened on a subsequent date under intimation to the Contractors.** Contractors are advised not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. No enclosure is permitted in Part-II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

4. Before submission of tender, the contractor may inspect the site in person on any working day from Monday to Friday between 10:00 a.m. and 5:00 p.m. to study and understand the scope of works specified.

5. The tender of Part I shall be **opened in the** presence of the Contractors or their representatives who choose to be present **at 12.00 hours on August 14, 2024** and Price bid (Part II) of such of those tenders who are found eligible after scrutiny of their Part I of the tenders.



**RESERVE BANK OF INDIA
Estate Department
Bhubaneswar**

**Section C
Form of Tender**

The Regional Director
Reserve Bank of India
Bhubaneswar

Dear Sir,

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

MEMORANDUM

(a)	Description of works	Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.
(b)	Estimated capital cost	₹68,20,400/-
(c)	Mode of payment	NEFT or DD or BG
(d)	Earnest Money	₹1,36,408/-
(e)	Time allowed for completion of work after tenth day of issue of work order	4 calendar months

2. Having examined the above Memorandum of work (and other details of the work to be executed) and having acquired the requisite information relating thereto as

affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates specified in the price bid and as per the specifications of the Bank. Each page of the tender document has been signed for having acquainted myself /ourselves of the conditions of the contract.

3. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
4. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
5. I/We undertake to deposit a sum of **₹1,36,408/-** in the form of Demand draft/ /NEFT/Bank Guarantee favouring “Reserve Bank of India, Bhubaneswar” with Reserve Bank of India, which amount is not to bear any interest. In case, I/We fail to execute the contract, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Our Bankers are:

- i) _____

- ii) _____

Name(s) and address(s) of our Company Proprietor/ Partners of the firm are:

- i) _____
- ii) -----
- iii) -----
- iv) -----

For and behalf of M/s

Signature with seal of the partner of the firm

Name:

Designation

Place

Date

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

Section D

Important instructions for E-procurement

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

1	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid will be done over the internet.</p> <p>MSTC Version (V3): Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendors are to make their own arrangement for bidding from a Personal Computer/Laptop connected to the Internet. The registration guide and Edge setting are available under System Settings.</p> <p>SPECIAL NOTE: The Technical and Price bid has to be submitted online at www.mstcecommerce.com/eproc</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com/eproc.</p> <p>Contact person (RBI): Generic email ID of Estate Department: estatebhubaneswar@rbi.org.in Shri Rahul Kanta, AGM – rahulkanta@rbi.org.in (Mobile – 9834660988) Amrita Samal, Manager (Technical-Civil)-amritasamal@rbi.org.in(8895504207) Shri Aakoju Sravan Kumar, AM – asravankumar@rbi.org.in (Mobile – 8008265842)</p> <p><i>Contact person (MSTC Ltd)</i></p> <table><thead><tr><th>Contact Person</th><th>Mail</th><th>Mobile</th></tr></thead><tbody><tr><td>Shri Mahesh Ramavath</td><td>rmahesh@mstcindia.co.in</td><td>8801281004</td></tr><tr><td>Shri TDMV Satyasai</td><td>tsatyasai@mstcindia.co.in</td><td>6370350776</td></tr><tr><td>Help Desk/ Office</td><td>helpdesk@mstcindia.co.in</td><td>0674-2544199/ 2950091</td></tr></tbody></table>	Contact Person	Mail	Mobile	Shri Mahesh Ramavath	rmahesh@mstcindia.co.in	8801281004	Shri TDMV Satyasai	tsatyasai@mstcindia.co.in	6370350776	Help Desk/ Office	helpdesk@mstcindia.co.in	0674-2544199/ 2950091
Contact Person	Mail	Mobile											
Shri Mahesh Ramavath	rmahesh@mstcindia.co.in	8801281004											
Shri TDMV Satyasai	tsatyasai@mstcindia.co.in	6370350776											
Help Desk/ Office	helpdesk@mstcindia.co.in	0674-2544199/ 2950091											
2	The Technical Bid and the Price Bid shall have to be submitted online at http://www.mstcecommerce.com/eproc .Tenders will be opened electronically on specified date and time as given in the Tender.												
3	All entries in the tender should be entered in online Technical & Financial Formats without any ambiguity.												
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor</p>												

	<p>shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee. The transaction fees paid are not refundable.</p> <p><u>NOTE</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders/ corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Financial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com</p> <p>d) The vendor should allow running JAVA application.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and</p>

	<p>for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding.</p> <p>on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor can be considered Successful on acceptance of terms & conditions of the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation in terms and conditions of Technical and Commercial are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eproc to familiarize them with the system before bidding.

Section E

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

1.1 e-tenders in two parts are invited for **Tender for Design, Supply, Installation, Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.** The work is estimated to cost ₹68,20,400/- and is to be completed within 4 calendar months.

Only those contractors who have valid PF, ESI, GST registration and have minimum 5 years of experience in the field of **undertaking any STP for large office buildings/residential premises** and have, during the last 5 years ending on the last day of the month prior to the one of which applications are invited and have executed successfully similar works during the last five years individually costing as under:

- (a) Three works each costing not less than 40 % of the estimated cost
OR
- (b) Two works each costing not less 50% of estimated cost
OR
- (c) One work costing not less than 80% of estimated cost
AND
- (d) Have a minimum yearly turnover of 100 % of estimated cost during the last 3 years

Only Contractors who qualify as above will be eligible to tender for the work.

NOTE: The above all documents to be uploaded on MSTC portal. e-tender submitted by a contractor who is found to be not satisfying the above criteria will be liable for rejection.

1.2 The tenders for the above work in two parts i.e. **Part-I** containing technical specifications and the terms conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part-II** containing only rates of items stated in figures and words and amounts in figures shall be submitted on MSTC portal not later than **11.00 hrs. on August 14, 2024.** Part-I (Techno commercial bid) of the e-tenders will be opened on the same day at **12.00 Hrs. Part-II of the eligible qualifying tenders will be opened on a subsequent date under intimation to all the Contractors.** Contractors have to apply for the e-tender only through MSTC portal and not to use any other forms on their own letterhead or otherwise for furnishing any rates/amount etc. All the information called for shall be complete in all respects.

No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

If the intending Contractor feels that any of the terms and conditions of the tender documents is not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate sealed cover (duplicate). All other terms and conditions on which there are no

observations by the intending Contractors shall be constructed as acceptable to the Contractor.

- (a) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Contractors.
- (b) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening Part-I of the Tender, which period may be extended by mutual agreement and the Contractor shall not cancel or withdraw the Tender during this period.

© No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

(d) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.

(e) The Contractor submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

(f) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

1.3 The Contractors shall pay as earnest money a sum of **₹1,36,408/-** by way of a demand draft drawn on scheduled bank payable to Reserve Bank of India, Bhubaneswar or NEFT or BG in the prescribed format. A tender which is not accompanied by earnest money will not be considered. The earnest money deposit of all tenders other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier but without any interest.

Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned above.

The Earnest Money Deposited by the successful tenderer in the form of DD initially valid for 4 months, shall remain un-discharged for such period as may be specified for keeping the tender open.

The EMD of successful Contractor shall be released on acceptance of the tender and on production of a Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex II towards security deposit for due fulfilment of the contract.

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

1.5 i. Performance Bank Guarantee (PBG) as security deposit for completion period: On award of the work, the successful Contractor shall furnish an amount equal to 5% (Five 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 III** towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order and it will be returned after completion of the work.

In case of delays in submission of PBG in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

ii. Retention Money (RM): In addition to 5% PBG, retention Money @ 5% will be deducted from each bill and retention money shall be released after satisfactory completion of defect liability period (DLP) of one year. The amount retained by the Bank shall not bear any interest.

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

1.7 The Contractors shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the work including the quality and completion time period, etc. before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason, therefore.

1.8 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer. The bidders are requested to check all the drawings related to this work, which are available at Estate Department, Bhubaneswar Office, before submission of the tender.

1.9 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work and shall include charges for all taxes, duties, levies, consumables, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, execution & handover the executed work to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. All payments will be made at Bhubaneswar and will be in Indian rupees only. The Contractors are advised to **include the GST** in the quoted amount.

1.10 Contractors are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for the Schedule of Quantities approximately indicate the total extent of work but may vary to each and every item should be correct, workable and self-supporting. The quantities up to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

1.11 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make in offered.

1.12 The Contractor must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings (which are available at Estate Department) and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

1.13 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned after the 10th day of written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he/she shall be liable to pay compensation as defined in clause 1.25 of the Conditions of Contract. The Contractor shall before the commencing of work prepare a detailed work program which shall be approved by the Bank's Engineer.

1.14 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

1.15 The successful Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Bank.

1.16 The successful Contractor must co-operate with the other contractors appointed by the bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

1.17 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements.

1.18 The successful Contractor shall submit a Bar Chart programme for completion of the work.

1.19 The successful Contractor shall execute an agreement with the Bank on stamped paper of appropriate value as per stamp act within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

1.20 The payment for the system will be made by Bhubaneswar Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Bhubaneswar only.

1.21 The Contractor shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

1.22 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

1.23 The Contractor shall strictly comply with the provision of safety code annexed hereto.

1.24 The contractor shall submit the names and personal details of site in-charge/ supervisor and his authorized representative along with their role, responsibilities and authority (with regard to supervision, quality control, documentation, measurements, signing measurement book, correspondence, receiving instructions from bank etc.) within 14 days from the date of issue of work order.

1.25 All the bidders shall submit a detailed bar chart indicating the details of various major activities involved in the work and their expected completion period, specifying the parallel and sequential activities, starting from the scheduled commencement of work so as to complete the entire work within the tender specified period along with the Part-I of the tender. The bidders shall also indicate the approximate deployment of manpower/ labour, as planned by them for the above purpose, commensurate with the planned schedule. After award of work, the contractor shall be required to carry out micro planning and the detailed schedule/ Bar Chart shall be submitted within 14 days from the date of issue of work order for proper planning, monitoring and review of progress of work.

1.26 The progress of work shall be reviewed by the Bank on a monthly basis. The meeting may be held at site or in Bank's Main Office Premises. The meeting should be attended by the

contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge. For this purpose, the contractor shall prepare and submit a progress report indicating following:

- a) Progress for the previous month and the planning for the next month.
- b) The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Bank.
- c) Procurement schedule for long lead items.
- d) Variations / extra item statement.
- e) Statement indicating various tests conducted during the month and planned for next month.

1.27 The contractor shall maintain following registers/ documents at site and keep them updated on a regular basis. These registers/ documents after completion of work shall be handed over to the Bank:

- a) Hindrance register in the Bank's approved format
- b) Site instruction book (in duplicate)
- c) Certified true copy of the contract
- d) Material receipt register along with copies of delivery challans
- e) Copies of all bills for which Basic rate is specified in the tender
- f) Labour daily attendance register
- g) Approved detailed schedule/ Bar chart and approved modifications of the same, If any.
- h) Signed Minutes of monthly progress review meetings
- i) Register for extra items/ variation/ deviation items
- j) Material test register along with copies of test reports/ certificates received from the manufacturer/ laboratory

1.28 The contractor shall use only approved brands of materials as given in the Annexure. In the absence of any such choice indicated by the tenderer in the Part – I, the contractor will be required to use the material as per Bank's instructions.

1.29 Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

1.30 Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Tenderer

Date:

Name:

Designation:

Seal of the firm

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at their cost.
5. Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire furniture be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
6. The intending tenderer can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office of the Deputy General Manager, Reserve Bank of India, Estate Department, Bhubaneswar, on any Bank's working day.
7. The entire materials for the work shall be brought to the working area through the staircase. The delivery of materials shall be given on the floors specified in the tenders.
8. Wherever the basic rate for the material is specified, the contractor should provide to the Bank for verifications all paid bills of purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of material. The rate shall be got approved from the Bank before purchasing. The adjustment in price of materials shall be made on measured quantity only. No overhead or profit shall be considered on the cost difference. The basic price for the materials shall be taken as the cost of material at dealer's godown inclusive of taxes.
9. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer away from the bank's premises.
10. The tenderer shall use only approved brand materials.
11. A qualified, experienced and responsible full time supervisor shall be posted at site who can receive instructions, maintain account of materials etc. take decisions at site, without waiting for the instructions of the contractor.
12. No lapses from the Contractors side, which may cause damage to the occupants.
13. The work has to be carried out with least inconvenience to the staff.
14. Programme should be submitted before commencement of work so as to enable the Bank to intimate the occupants in advance for smooth working and better progress and the time schedule should be strictly adhered to.
15. No labourers shall be permitted to stay inside the campus after working hours.
16. The Contractors has to obtain permission from the local authorities as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
17. The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more.
18. Works contract/ VAT shall be deducted as per instructions of Government at source. The rate quoted shall include all such taxes and levies.

19. The contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank's Caretaker.
20. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.
21. Any damage cause to any of Bank's properties shall be made good by the contractor at their own cost.
22. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.
23. The Contractor shall make their own arrangements for storing of their materials at site.
24. The Contractor shall keep the Bank indemnified against all claims, if any.
25. The contractor shall only use MS 'H' frame scaffolding.
26. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.
27. Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose.
28. Successful contractor shall post a qualified Engineer at site during execution that shall follow necessary instruction given by the Bank's Engineer from time to time including keeping proper record of chemicals and cement brought at site including maintaining the record of day to day consumption.

Place:

Date:

Signature of Tenderer with seal



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR

Section F
SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of trench of half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform 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 meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalts, 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. (i) No paint containing lead or lead products shall be used except in the form of paste of readymade paint.
(ii) Suitable facemasks 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.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, 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.

14. To strictly follow health related protocol at work site as advised by authority/authorities.

ELECTRICAL SAFETY

- 1 All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
- 2 Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
- 3 Electrical power cables / wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
- 4 All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
- 5 Before commencing the welding work for the first time on any day, fire section shall be informed.
- 6 Fire buckets filled clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
- 7 Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
- 8 The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
- 9 None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- 10 Power supply shall be switched off from the Mains when equipment is not in use.
- 11 Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- 12 The work site shall be properly illuminated during the work.
- 13 All the electrical works should be carried out by licensed / authorized electricians / wiremen.
- 14 Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
- 15 Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
- 16 Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

Place:

Date:

Signature of the tenderer with Seal

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment's 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's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Seal & Signature of the Tenderer

I/We hereby declare that we have read and understood the safety code of the tender and will fully abide by the same, should the work tender is awarded to me/us.

Place:

Date:

Signature & seal of the contractor



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR

Section G
Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

1.1 Interpretation Clause

1.1.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise required.

- (a) "Bank" shall mean the Reserve Bank of India, Bhubaneswar and shall include its assigns and successors.
- (b) "Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and having a place of business at _____ and shall include the _____ partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under _____ 20_____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank 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, Specifications, and Drawings, etc., attached hereto and duly signed.
- (e) "Architect" shall mean General Manager/Deputy General Manager, Estate Department.

Bank's Engineer: The term "Bank's Engineer" shall mean the person appointed and paid by the Bank to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or 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.

- (f) The work will, from time to time, be examined by the Bank's Engineer/Bank's representative 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. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.
- (g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (h) "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.
- (i) "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 percentage or otherwise, than the net prices 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 proportionate sum provided always that in determining the percentage of 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.
- (j) "The Works" shall mean **"Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.**
- (k) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

1.2 Scope of Contract

1.2.1 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and / or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer'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 Contractors.
- (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 1.19 hereof.

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

1.3 Variations to be approved by Bank

1.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the Bank issue any instructions, verbal or in writing, which will result in the Bank having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Bank. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary agreement. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

1.4 Drawings, Schedule of Quantities and Agreement

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

1.5 Contractor to provide everything necessary at his/her cost

1.5.1 The Contractor shall provide at his/her cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's

Engineer who shall decide which is to be followed.

1.6 Authorities, Notices and Patents

1.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he/she shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt.

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

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

1.7 Setting out of Works

1.7.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

1.8 Materials & Workmanship to conform to Descriptions

1.8.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt 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 Bank's Engineer may require.

1.9 Contractor's Superintendence & Representative on the works

1.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer 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 Bank's Engineer to such representative shall be held to be given to the Contractor.

1.10 Dismissal of Workmen

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

1.11 Access to Works

The Bank and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representative necessary for the inspection and examination and test of the materials and workmanship. Pre-dispatch inspection of materials will be carried out by Bank's Technical officer. No person not authorized by the Bank except the representatives of public authorities shall be allowed on the works at any time.

1.12 Assignment and Sub-letting

1.12.1 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 Bank, 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.

1.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from the works or any alterations 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 alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Bank and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

1.13 Schedule of Quantities

1.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been

prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

1.13.2 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 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.

1.14 Sufficiency of Schedule of Quantities

1.14.1 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.

1.15 Measurement of Works

1.15.1 The Bank's Engineer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

1.15.4 All authorized extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing with the prior approval in writing of the Bank) shall be included in such measurements.

The following procedure shall be adopted for taking & recording the Measurements of works

The measurements shall be recorded and entered in computerized format as per Annexure XI in the first instance by the contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.

These measurements shall be then 100% checked by the junior Engineer/ AM (Tech) If Junior Engineer/ AM (Tech) is not available, the AM (Tech) / Mgr. (Tech) shall perform 100% check of

the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit to the department, the corrected computerized measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation. The test checking of these computerized measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerized Measurement Book.

The computerized MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing. In case of any error, the computerized MB shall be cancelled and the contractor shall re-submit a fresh computerized MB, duly incorporating all corrections. This should be done before the corresponding bill is submitted to the department for payment. The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerized MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates.

The computerized MB shall be allotted a serial number as per the register of computerized MB to be given by the Bank to the contractor.

All the pages of the Finalized computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation. The measurements taken by the bank's engineer or a person approved by him shall be taken to be correct measurements of the work. All measurements shall be taken in accordance with Mode of Measurements detail in the specifications.

1.16 Prices for extras etc. - Ascertainment of

1.16.1 The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank 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 additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

1.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 1.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) 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.
- b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- c) 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) and (d) hereof.

- d) 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 Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Bank.

Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Price Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

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

1.16.4 The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated, then, within six months of the completion of the Contract works as defined in Clause 1.20 hereof.

1.17 Unfixed materials when taken into account to be Property of the Bank

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

1.18 Removal of Improper Works

1.18.1 The Bank's Engineer, shall during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; 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 Bank shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any moneys due, or that may become due, to the Contractor.

1.19 Defects after Virtual Completion

1.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "defect liability period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of completion of the work arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him/her by the Bank or may be deducted by the Bank from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 1.28 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 1.11 and 1.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 1.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

1.20 Other Persons Employed by Bank

1.20.1 The Bank reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work 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 except by special arrangements with the Bank. 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.

1.21 Insurance in respect of Damage to Person & Property

1.21.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub- Contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

1.21.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

1.21.3 The Contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Bank and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

1.21.4 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. He shall also indemnify the Bank in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

1.21.5 The Bank shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Bank's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, the following insurance policies and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

(i) (C.A.R. Policy) for the total amount of contract

(ii) Workmen compensation policy.

(iii) Third party liability policy with the limits as under

- (a)** Rs.5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs.10 lakh.
- (b)** Rs.2 lakh per person for any one accident or occurrence.

1.22 Date of Commencement & Completion

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

1.23 Damage for Non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 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 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. In case, the contractor does not achieve a particular milestone, if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

1.24 Delay & Extension of Time

1.24.1 If in the opinion of the Bank, 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 neighboring 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 Bank and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 1.2 hereof or (f) by reason of civil commotion, local commotion 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 Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Bank 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, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

1.25 Failure by Contractor to comply with Bank's Engineer's Instructions

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

1.26 Termination of Contract by the Bank

1.26.1 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 within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so, required by the Bank's Engineer.

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, or shall assign or sublet this Contract without the consent in writing of the Bank first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

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

- i) has abandoned the Contract, or
- ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed, or
- iii) has failed to proceed with the works with such due diligence and failed to make such due

- progress as would enable the works to be completed within the time agreed upon, or
- iv) has failed to remove material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of 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 Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expenses or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

1.27 Termination of Contract by Contractor

1.27.1 If payment of the amount payable by the Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank 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 Bank, through the Bank's Engineer, and he shall be entitled to recover from the Bank, 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.

1.27.2 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.

1.28 Certificate & Payments

1.28.1 The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

1.28.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

1.28.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to ensure the works and keep them insured till the completion of the work.

1.28.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Bank.

1.29 Delayed Payment

Any amounts payable by the Bank to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" 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 Bank until the payment.

1.30 Matters to be finally determined by Bank's Engineer

1.30.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 1.2.1 (a, b), 1.5, 1.6, 1.13 and 1.24 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 1.31 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

1.31 Settlement of Dispute by Arbitration

1.31.1 All disputes and differences of any kind whatever arising out of or in

connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final, But if either the Bank or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Bank or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that 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 and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

1.31.3 The Arbitrator or Arbitrators, as the case be, shall make his or their award within one year (or such further extended time as may be decided by him or they, as the case may be, with the consent of the parties from the date of the Arbitrator entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

1.31.4 Upon every or any such reference, the cost of and 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 attorney and client or as between 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 Arbitrations, as the case shall be final and binding to the parties. It is agreed that the Contractor shall not delay in carrying out the works by reasons of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of Arbitrator or Arbitrators, as the case maybe, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

1.32 Right of Technical Scrutiny of Final Bill

1.32.1 The Bank shall have a right to cause a technical examination of the works by any agency and the full 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 Bank to recover the sum.

1.33 Bank Entitled to Recover Compensation Paid to Workmen

1.33.1 If, for any reason, the Bank is obliged, by virtue of the provisions of the workman's Compensation Act, 1923, or any Statutory Modification or re-enactment thereof to pay compensation to a workman employed by the Contractor, in execution of the works, the Bank, shall be entitled to recover from the Contractor 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 Contractor 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 Contractor 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.

1.34 Abandonment of Works

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

1.35 Return of Surplus Materials

1.35.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Bank by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose off them without the prior written permission of the Bank and return them to the Bank, if required by the Bank at the price to be determined by the Bank's Engineer 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 Bank all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

1.36 Right of the Bank to Terminate Contract in the Event of Death of Contractor, if Individual

1.36.1 Without prejudice to any of the rights or remedies under this Contract, if the Contractor

being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

1.37 Testing

1.37.1 As required by Bank's engineer, certificate/ purchase bill to be submitted if required.

1.38 Prevention of Sexual Harassment

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

1.39 Non-Disclosure Clause

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

1.40 Work at Site

1.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of quantity to make with the intent and purpose of these Specifications.

1.40.2 Before submitting the quotations the Contractor is advised to inspect the site and understand the scope of the work fully. In case of any clarifications required, The Contractor may approach the Bank's Engineer.

1.40.3 The labourer of the Contractor will not be allowed to stay within the premises except during the work.

1.40.4 The electric power required for the work can be drawn from the existing supply point available a site. Necessary switch boards with fuse, wires etc. and other accessories required for drawing the power to site will have to be arranged by the contractor.

1.40.5 Permission, if any, required from the local bodies shall have to be obtained by the contractor at his own cost.

1.40.6 The entire materials for the work shall be brought to the working area through the staircase only and the lifts of the Bank shall not be used for the purpose.

1.40.7 The intending Contractor may obtain any clarifications regarding the tender from the office of the AGM, Estate Department, Reserve Bank of India, Bhubaneswar.

1.40.8 The Contractor may please note that the area involved for this work is inside the office Building. This building, therefore, is in occupation. The Contractor, therefore, will have to carry out his work without causing any inconvenience to the staff working in the Premises.

1.40.9 The work area required to be cleared of debris on a day to day basis without any additional cost to the Bank.

1.40.10 At the site of work either the contractor himself should be present to supervise the work or else make necessary arrangements to post a qualified supervisor to supervise the work at site. Any instructions given by the Bank's engineer to the supervisor will be construed to have been given to the contractor and similar compliance expected from him.

1.40.11 Any damage caused to the Bank's/other property (inside the premises) shall be made good by the contractor at his own cost.

1.40.12 The contractor shall ensure that the labourers employed by him have some official valid documents (OVD) such as Aadhar card, voter ID card, driving license etc. to facilitate security related checks on them. In case the labourers do not have any document to prove their identity they may not be allowed to enter the Bank building premises.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

1.41. **Liquidated Damages** - Time is the essence of the contract. Time allowed for carrying out the entire work is **Four calendar months** days which shall be strictly observed by the tenderer and it shall be reckoned after the 10th day of the date of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation to the Bank at the rate of **0.25% of the contract amount cost per**

week subject to a maximum of 10% of the accepted tender amount. The tenderer shall before commencing the work prepare a detailed work program, which shall be approved by the Bank's Engineer

1.42 Terms of Payment: -

i) 95% payment shall be made with final completion of work in all respects and to the satisfaction of Bank's Engineer. RA bills may be accepted at the discretion of the Bank.

ii) 5% of bill amount will be kept under security deposit for a period of one year for DLP and released the same after one-year DLP period

1.43 Penalty

In case of any workman required as per the Scope of Technical Work is absent on any day or for a period and the contractor fails to arrange an alternative workman for the said day or the period, the employer has the right to deduct a proportionate amount equal to the daily wage of the requisite workman for the days of absenteeism from the bill. Further, if engaged workmen is not able to attend complaints or carry out any maintenance work or is not present in the premise during the official hours and the employer has deputed any other labour (directly or through another contractor) to rectify the work, then the employer can deduct any such amount payable to another contractor for the work from the monthly bill of the contractor.

An amount of ₹200/- (Rupees Two Hundred only) per day will be charged as penalty, if

- Any instruction given by the Bank or as provided in the tender is not adhered to.
- the operation of STP is not done for a gap greater than 4 days and the Bank is satisfied that the contractor has not followed due diligence in this regard.

However, maximum deduction on this account shall not exceed 10% of the base contract value.

Damage for Non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 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 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. In case, the contractor does not achieve a particular milestone, if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of

a milestone until the date when the milestone is actually achieved. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

Milestones Chart

Milestone No	Milestone Financial Progress	Time for achieving	Amount to be withheld in case of Non- achievement of the Miles
First	3/8 of the estimated cost of the project	1/2 of the stipulated completion time (in calendar days)	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of Rs.3,14,020/- shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone.
Second	3/4 of the estimated cost of the project	3/4 of the stipulated completion time (in calendar days)	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), amount withheld, if any, for not achieving first Milestone + another amount of Rs. 1,70,510/- shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the second milestone.
Third	Full and final value of the work done	Full stipulated completion time (in calendar days)	LD @ 0.25% of the estimated capital cost of tender per week shall be levied depending upon overall actual extent of delays attributable to the Contractor's actions, subject to a maximum of 10% of the accepted tender amount. If the overall project is delayed by the Contractor, she/he shall not be entitled to any reduction in the amount of the "Liquidated Damages" to be recovered from her/his dues by the Employer notwithstanding his successful attainment of certain earlier milestones.

1.44 Renewal of AMC Contract

- (a) The AMC contract can be considered for further renewal on mutually agreed terms and conditions subject to the satisfactory services rendered by the successful bidder and if the Bank so desires.
- (b) The service contract shall be valid initially up to March 31, 2025 and it may be further renewed for Four years (One year at a time) subject to satisfactory performance.
- (c) On renewal of contract, the revision of rates may be done on the basis of cost escalation. The percentage increase in cost (Non-Labour Component) excluding taxes / duties shall be calculated by using formula

$$AC = AP (15 + 85 \times (CPIc/CPIp)) \times 1/100$$

where, AP and AC are present price and revised price and CPIc and CPIp are Consumer Price Index for Industrial workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

Financial bid will be evaluated based on Total cost of ownership (TCO) by using Net Present Value (NPV) method. Calculation of total cost of ownership shall include the following:

- I. The capital Cost(C) quoted and
- II. NPV of the rates quoted for (CAMC) comprehensive all-inclusive Annual Maintenance Contract (A) for a period of Four years after expiry of the defect liability period of one year and
- III. NPV of annual charges (R) for deputing skilled persons at Bank's sites, during a period of 5-years from the date of handing over the system to the Bank.

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

(a)	Discount Factor	8% per annum
(b)	Annual Escalation in the quoted rate per annum for AMC after completion of first year AMC	5% per annum
(c)	Period of AMC	4 years

(d)	Payment terms of AMC	Quarterly payment after satisfactory completion of the service
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Minimum Base Rate for Comprehensive AMC is 4% of total capital cost. In case the tenderer quotes the rates for comprehensive AMC lower than 4% of their quoted capital cost, then 4% of their quoted capital cost shall be considered as AMC cost for calculation purpose of Total Cost of Ownership (TCO). AMC cost quoted **more than** 4% of their capital cost will be considered as it is for calculation of TCO.

Note: Notwithstanding with the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject to renewal formulae and satisfactory services as indicated in the tender.

2. For Arriving at the NPV of annual charges for deputing skilled engineer, a Multiplication factor (G) will be computed as per the following parameters.

(a)	Discount Factor	8% per annum
(b)	Annual Escalation in the quoted rate per annum for AMC after completion of first year AMC	5% per annum
(c)	Period of AMC	5 years
(d)	Payment terms of AMC	Monthly payment after satisfactory completion of the service

Minimum Base Rate for Annual Charges for deputing skilled workforce is minimum wages including statutory payments such ESI, EPF etc. as per requirement + 4% overheads and GST. In case the tenderer quotes the rates for Annual charges for deputing skilled workforce is lower than **minimum wages including statutory payments such ESI, EPF etc. as per requirement + 4% overheads and GST**, then calculated **minimum wages including statutory payments such ESI, EPF etc. as per requirement + 4% overheads and GST** shall be considered as AMC cost for calculation purpose of Total Cost of Ownership (TCO). AMC cost quoted **more than minimum wages including statutory payments such**

ESI, EPF etc. as per requirement + 4% overheads and GST will be considered as it is for calculation of TCO.

Note: Notwithstanding with the above, the Bank shall pay only the quoted rate of the AMC charges during the currency of the committed contract period subject to renewal formulae and satisfactory services as indicated in the tender. But, Firms should ensure minimum wages as per statute are paid to the skilled persons.

Total cost of Ownership, $CO = C + (F \cdot A) + (G \cdot R)$

(F = 3.38, G=4.54)

C = Capital cost of the STP System.

A = The amount quoted for Comprehensive Annual Maintenance Contract.

R = The amount quoted for annual charges for deputing Skilled persons. Firms are requested to ensure minimum wages as per statute are paid to the skilled persons.

- (b) All vendors are requested to quote for items of the price bid independently instead of quoting as lump sum. If, in the price structure quoted by a tenderer in the financial bid, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- (e) In case of any item rate are not filled / found blank, the tender will be rejected.

Bank Guarantee towards defect liability period and CAMSC (i.e. Comprehensive Annual Maintenance Service Contract) period: -

After completion of the work, the successful tenderer shall furnish before final bill settlement an amount equal to **10% (Ten percent)** of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per Annex towards Security Deposit for the due fulfilment of the terms and obligations of the DLP and CAMSC contract.

This 10% (Ten percent) BG should be initially valid for a period of one year from the date of Virtual completion and after that that it shall be further extended for a reduced amount equal to 10% reduction annually of 10% of the contract value (capital cost) for due fulfilment of the CAMSC contract condition for a further period of 4 years.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP and CAMSC set out in the tender at any time during the currency of committed period of 5 years.

The scope during the DLP and AMC will be as follows:

- (a) Any defect(s) in the system/sub-assemblies, found within the guarantee period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of consumables, all spare parts and pumps, motors etc. and labor involved etc. the rates quoted should include all such factors.
- (b) During this period, full servicing and cleaning of all equipment **once in a quarter in addition to the prescribed items wise preventive maintenance list** shall be done including attending to ANY NUMBER of breakdown calls.
- (c) During warrantee and AMC period the system will be inspected and checked by deputing a competent, trained service engineer on quarterly basis so as to check and ascertain that all the systems are working satisfactorily as per manufacturer standard.

The quoted CAMSC rate shall remain firm and valid for a period of one year from the date of expiry of guarantee / defect liability period without any escalation. Payment for CAMSC shall be on quarterly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 3 **(Three) years** after the initial CAMSC period of 1 (one) year. In other words, an assured life and service support will be provided for a total of 5 years period after commissioning and handing over of the system for use. At the time of renewal of contract after the expiry of the initial validity period of one year and for all subsequent years, the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{15 + 60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times (1/100)$$

A_C The contract amount for the current year

A_P The contract amount for the previous year

EPI_C Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year

- EPI_P Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year
- CPI_C Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
- CPI_P Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of contract, the system shall be serviced and maintained as per frequency described in the contract agreement for CAMSC to ensure that all the system equipment's are functioning normally and satisfactorily. The routine maintenance shall also include cleaning of all equipment's. If the fault is not rectified within 24 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty as mentioned in table below will be levied and shall be payable by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor. After registering the complaint / call, if the complaint is not being attended shall be treated as delay. Non-attending the preventive maintenance as per schedule shall also be treated as delay and accordingly, the penalty shall be levied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.3000/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	Rs.500/- Per day per component per day
(c)	Delay in attending the preventive maintenance as per schedule	24 hours	Rs.200/- per day

1.45 Rate Revision of the contract

- (a) The non-labour component of the contract rates will be revised once as per the formula given at clause 1.44 of the ongoing section.

(b) The Labour component will be revised twice in terms of revision of Minimum Wages by the Chief of the Labour Commission. Further, any revision or change to statutory payment will only be on the basis of any amendment under the relevant Acts by the Competent Department.

1.46 Indemnity for Principal Employer

- (a) The Bank endeavors to implement norms of EPF/ESIC for every labour engaged at its premises by the contractor through the tender. It is mandatory for the tenderer to be registered at the Shram Suvidha Portal for exercise of EPF/ESIC requirements before bidding. The Bank may call for any documents pertaining to this clause to verify the applicability of the EPF/ESIC norms.
- (b) The tenderer should each month submit the EPF/ESIC contributions of the employer & employee at the portal. Further, it is responsibility of the tenderer to indemnify the Bank against any damage / fine / penalty etc. which may become due to the EPF / ESIC Acts.
- (c) The Bank has the right to call / ask for any forms/ statement / challans to satisfy itself that the labours have been protected as per the EPF /ESIC norms and have been paid salary as per the Minimum wages after statutory deductions only. Further, if the Bank is satisfied that the contractor has failed to do so, the Bank has the right to take necessary action as deemed fit.

1.47 Operation, maintenance, testing during DLP & AMC

i). WATCH & WARD

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

ii). PERIOD OF OPERATION

- a. Sewage Treatment Plant (STP) MOP Bhubaneswar be kept under supervision

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

iv). Daily Tests.

- Treated water quality.
- Colour & odor of the treated water.

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

v). Monthly tests:

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

vi). Quarterly tests:

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

vii) WORK TO BE DONE ON EVERY DAY BASIS:

- a. The scope of work shall cover manning of STP systems, operation and all routine, preventive and major /special maintenance works as required from time to time for complete STP System for Operation & Maintenance of Installations.
- b. All the equipment/installation shall always be kept in good and troublefree operating conditions.

- c. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- d. All the maintenance works shall be carried out in accordance with the manufacturer's specifications, instructions of the Bank's Officer/ Security officer.

viii) TOOLS & PLANTS

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

ix) CONSUMABLES

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

1.48 Special Conditions for CAMC:

- a) The STP at MOP Bhubaneswar the system is required to be maintained throughout the contract period. The contract covers providing the skilled staff for operation, preventive maintenance, replacement / repairing of defective equipment's etc. Staff deployed may be covered under PF and ESIC (if applicable). Attendance/service/maintenance report shall be maintained duly countersigned by caretaker/ Bank's engineer. Contractor should provide his own biometric attendance system for monitoring attendance (in/out) of their staff. Monthly report generated from the biometric system shall be submitted to Bank along with the bill. Rates quoted by

the firm shall be in accordance with Contractor Labour Act 1970/ Minimum Wages Act (Central). Tender having quoted rates below prescribed rates will be rejected. Salary of employees shall be disbursed through NEFT only to their bank account and same details may be sent to RBI for verification

- b) The quoted rate shall also be inclusive of consumable materials i.e. required chemicals, chlorine, alum, jaggery, waste, calico cloth, grease, petroleum jelly, insulation tape etc.
- c) The contractor should deploy only skilled persons for operation / maintenance work for the STP system including all associated equipment's / subunits i.e. electrical starter panel including timer, contractors, indicators lamps, fuses, battery charging circuits, engine primer ,motors etc.
- d) The skilled person should have thorough knowledge regarding function of system and operation and maintenance of STP as per technical specifications.
- e) The deployed staff should be familiar operation of pumps / carrying out preventive maintenance of all the equipment's as per the desired schedule. In each month at least one time all equipment's to be checked for its operation & pumps to be checked for its operational ability / functioning on daily basis.
- f) The deployed person shall attend the complaint which needs any replacement of spares etc. required for the smooth operation after getting the prior approval from Bank's Officials.
- g) The deployed person shall attend the complaints on holidays / after office hours also considering the importance of the system, in case of emergency.
- h) The contract amount shall include of all necessary testing charges /tools/for trail/runs/chemicals etc.
- i) The charges include for carrying out the periodical preventive maintenance of all the Electrical equipment's and proper register to be maintained and the extract shall be furnished to Premises section MOP Bhubaneswar along with AMC bills
- j) Whenever particular equipment goes out of order, the fact shall be brought to the notice of the Bank's Engineer immediately. If any need intimation to Bank's Engineer, material need to be replaced, the same shall arranged within shortest time. Repair / replacement work shall be taken up immediately and to be completed.

k) **The contractor should provide common phone / Mobile No. to the pump operators in shift duty at Bank and it is accessible to the round the clock for approach them in case of emergency.**

l) The rate quoted should be include for repair/replacement of the equipment in case it develops any defects including operation. In case of any defects, the same shall be repaired within specified period including replacement of spares/components/sub system/chords any other components, part or whole which what so ever, then the defective item/equipment shall be replaced with new equipment without additional cost of the Bank. During such period of repairs or replacement, the contractor shall provide similar standby/spare equivalent temporary for keeping the system in proper working condition.

13). Routine maintenance shall be carried out during the defect liability period and AMC in accordance with Bank requirements, all performance checks undertaking should be recorded

1.49 **Operation Cost:** -The entire system requires operation cost, for deputing a skilled engineer cum operator on daily basis (from 9 am to 5 pm) for a period of 5-years, subject to minimum wages specified by Central labour commission from time to time from the date of handing over the site. The operation mainly consists of operating the plant on daily basis and should monitor the load fluctuations of sewerage intake and on the output water parameters and also on the sludge generation and making it fit for use as manure. In addition to operation, will arrange for preventive maintenance, testing of samples, arrangement of required material, liaison with corporation. In his absence or during his leave, weekly off, substitute engineer shall be deployed, failing which proportionate amount will be deducted from AMC bill. Monthly payment as per minimum wage act to the engineer shall be made through Bank account and same shall be submitted to Bank. Helper/s shall be deployed on need basis. The entrusted contractor should provide all precautionary and safety measures for smooth functioning of plant and the skilled person during operation should wear proper uniform with gloves safety shoes and mask. Police verification shall be submitted at periodic interval. And also at site first aid tool kit should be maintained and also it should be seen that the plant is running satisfactory and maintain proper hygiene and clean condition and at any time either during its operation or non-operation period the system should not generate bad odour. Always it should be maintained in clean and dry condition.

A. DEPLOYMENT OF STAFF

i. The agency shall deploy skilled plant operator for satisfactory operation and maintenance of STP one shift, further assistance of wiremen for operation of plant will be provided by Bank if required beyond office hours for un-interrupted working of the plants.

- ii. Any extra labour of any nature if required, at any time for attending any repair/break down shall be deployed by the agency at his own cost for which nothing extra shall be payable.
- iii. The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of STP so that all the break downs/repairs are attended immediately with minimum possible down time. Any unjustified delay in repairing of equipment's shall be treated as breach of contract and suitable penalty shall be imposed and recovered from the monthly bill/security deposited.

a) Break Down period shall not be more than two hours beyond that the penalty clause shall be applicable.

1.50 Contractor is advised to take workman's compensation policy every year for the staff operating plant.

Place:
Date:

Signature of Tenderer
Name and designation:
Name of firm with Seal

Section H
Undertaking regarding debarment

A bidder is liable for debarment/disqualification from bidding on the following rounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
 - i) Failed to disclose conflict of interest.
 - j) Failed to disclose any previous transgressions made in respect of the provisions of sub-clause(i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity
2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, on-supply of material, abandonment of works, substandard quality of works, failure to abide terms of the tender etc.
3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Undertaking regarding declaration of debarment by public institution(s)
(To be submitted by the tenderer on their letterhead)

Name of Work:.....

1. I / we(Name of the bidder) declares that
- (a) I / we or any of our allied firm* is / are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on (Last date of submission of bid).
 - (b) I / we or any of our allied firm* have not made any transgression in respect of the code of integrity with any public institution / entity in India or any other country in last three years as on....(last date of submission of bid).
 - (c) I / we will inform the Bank in writing, in case, I / we or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or other country on or before award of work for the captioned work.

2. I / we..... (Name of the firm) declare that I /we or our allied firm* (Name of the allied firms(s)) is / are debarred / suspended/ blacklisted by (Name and address of public institution in India or any other country) and the same effective up to (date). A copy of such letter is attached for your information and record.

(Seal and signature of the applicant)

Date:

Place:

Note: Strike out one of the above two declarations which is not applicable

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



**Reserve Bank of India
Estate Department
Bhubaneswar**

Annexure I

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central office at Mumbai – 400 001 (hereinafter called “The Bank”) of the one part and _____ (herein after called the “contractor”) of the other part.

WHEREAS THE Bank is desirous of carrying out ‘**Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar**’ has caused Drawing and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Bank’s Engineer.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon the said Drawings and / or described in the said Specification and included in the Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term “Bank’s Engineer” in the said condition regarding execution of the work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Deputy General Manager (Technical), or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision of the contract viz. clause relating to settlement of disputes through arbitration, the term “Bank’s Engineer” shall be read as Deputy General Manager / Officer – in-charge, of the Estate Department, Reserve Bank of India, Bhubaneswar.

4. 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 perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.
6. 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 **“Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar** to be paid for according to actual measured quantities at the rates contained in the Schedule of quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
8. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
9. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within specified time period subject nevertheless to the provisions for extension of time. LD @ 0.25% of the estimated capital cost of tender per week shall be levied

depending upon overall actual extent of delays attributable to the Contractor's actions, subject to a maximum of 10% of the accepted tender amount.

11. All payments by the Bank under this contract will be made only at Bhubaneswar.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.
13. The several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
14. The contractor/agency shall be solely responsible for full compliance with the provision of Sexual harassment of Women at work place under Prevention, Prohibition and Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.
 - (a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.
 - (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case of incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
 - (c) The contractor shall be responsible for educating its employees about the prevention of sexual harassment at work place and related issues.
 - (d) The contractor shall provide a complete and updated list of its employees who are deployed within the bank's premises.
15. Contractors shall comply with minimum wage Act and labour Act in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.

IN WITNESS WHERE OF the Bank and the Contractor have set their respective hands to these presents and two duplicates thereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

IN WITNESS WHERE OF the Bank has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written, (If the Contractor is a Company).

Signature Clause

SIGNED AND DELIVERED BY THE
Reserve Bank of India by the hand of

Shri

(Name and designation)

In the presence of witnesses

(1)

Address.....

(2)

Address.....

SIGNED AND DELIVERED BY

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

(1)

Address.....

(2)

Address

Witnesses

The COMMON SEAL OF:

Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held

OnIn the Presence of

(1)

(2)

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

.....

(2).....

If the contractor signs under Its common seals, the signature clause should tally with the sealing clause in the Articles of Association

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

Annexure II

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/
SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Dear Sir,

**Tender for Design Supply Installation Testing & Commissioning (DSITC) of
Package type Underground Sewage Treatment Plant, made up of FRP having
Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve
Bank of India, Bhubaneswar**

Ref.: NIT/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.

Authorised Official (with seal)

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

Annexure III
Proforma Of Bank Guarantee

The Regional Director,
Reserve Bank of India
Bhubaneswar

Place
Date

Dear Sir/Madam,

Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Bhubaneswar (hereinafter called the 'Bank') has invited **Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar** (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the Contractor shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Contractor), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Bank in respect of the said sum of Rs. (Rupees only).

NOW THIS GUARANTEE WITNESS THE

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Contractor 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 Contractor, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Contractor 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 Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any

further proof or evidence and the notice from the Reserve Bank of India 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 Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India 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 Reserve Bank of India 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 Contractors 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, 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 this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India 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.

(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"

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

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

e) General behaviour

Good/Satisfactory/poor

Outstanding/Very Good/

Good/Satisfactory/poor

**Signature of the Reporting Officer* with
Office seal**

*** Regarding performance report/ client's certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.**

(i) All columns should be filled in properly

(ii) The Client Certificates should be submitted for each of the Prequalification work/s

ANNEXURE V
FORMAT OF BANKERS' 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 years (year wise).
2023-24
2022-23
2021-22
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹68,20,400/-

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank

Pro forma for Details of Principal Banker/other bankers

Sr. No.	Particulars	Principal Banker	Banker	Banker
1	Address			
2	Contact Person			
3	E-mail			

4	Telephone Number			
5	Fax Number			

Annexure – VI

i. List of similar works executed by the organization (including works on hand at present)

Sr. No.	Name of the work	Name and address of the owner	Nature & specification of the work	The name and full address of the officer under whom the work was carried out	Amount	Whether work completed in time	Remarks

ii. Pro forma for Details of Similar Works executed each costing ₹68,20,400/- or more, during the last Five years

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

Place :

Date:

Signature of the Tenderer

Annexure - VII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

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

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.” on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure VIII

Appendix hereinbefore referred to

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms by the Tenderer. (YES/NO)
1.	Validity	90 days from the opening of Part-I	
2.	EMD	₹1,36,408/-	
3.	Terms of payment	i) 95% payment shall be made with final work in all respects and to the satisfaction of Bank's Engineer. iii) 5% of bill amount will be kept under security deposit for a period of one year Defect Liability Period (DLP) and released the same after one year of DLP.	
4.	Prices	Inclusive of all taxes, duties, insurance, levies during the contract period.	
5.	Guarantee Period/DLP	12 months from date of handing over the work.	
6.	Service after sales	Free of cost during the Guarantee period/DLP	
7.	Completion period	4 calendar months after 10 th day of letter of award of work.	
8.	Liquidated damages	₹ 0.25% of contract amount per week of delay subject to maximum of 10% of the contract value.	

Annexure IX

Schedule of Commercial Deviations

We confirm that all commercial terms and conditions and specifications of the Bank except for deviations listed below:

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

Annexure X
Schedule of Technical Deviations

We confirm that all technical terms & conditions and specifications of the Bank except for deviations listed below

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

Seal & Signature of Tenderer.

Name
Designation
Date

ANNEXURE-“XI”

Format of Computerized Measurement Book

**भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
भुवनेश्वर कार्यालय
BHUBANESWAR OFFICE**

कम्प्यूटरीकृत मापन पुस्तक

COMPUTERISED MEASUREMENT BOOK

**(पेज 1 से __)
(Pages 1 to __)**

यह पुस्तक M/s _____ से जारी की गई है

This Book is issued by M/s _____

**प्रमाणित किया गया कि इस पुस्तक में __ पृष्ठ हैं
Certified that this book contains __ Pages**

**जिस अधिकारी को पुस्तक जारी की जाती है,
उसके हस्ताक्षर
Signature of the official to whom
the book is issued**

Signature of AGM-Estate Department

II

सूची

INDEX

क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO

III
मापन परीक्षण का सारांश
Abstract of Test Check Measurement

क्रम सं SERIAL NO	मदों के विवरण PARTICULARS OF ITEMS	पृष्ठ सं PAGE NO	राशि AMOUNT	अधिकारी के हस्ताक्षर INITIAL OF THE OFFICER

Reserve Bank of India
Estate Department
Bhubaneswar
Measurement
Name of the work:
Name of vendor: M/s
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity
---------------	----------------------------	-------------	-----------------

Page No. - __

Reserve Bank of India
Estate Department
Bhubaneswar
Cash Abstract
Name of the work -
Name of vendor :
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity	Rate/Unit (in ₹)	Amount (in ₹)
---------------	----------------------------	-------------	-----------------	-------------------------	----------------------

	Total				

Page No. - ___

Notes : All the sheets shall be ruled. (sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

Annexure – ‘XII’

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

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

To,

The Regional Director
Reserve Bank of India
Estate Department, 2nd floor,
Main Office Building,
Bhubaneswar- 751001

Name of Work: Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

Dear Sir,

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

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

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

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

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

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

Date:

Place:

Annexure XIII

Escalation Matrix for Project Follow-up

The tenderers are requested to fill in the following particulars.

S.No.	Escalation Level	Name of the Person & Designation	Address	E-Mail ID	Phone Number
1	1 (Site - Supervisor)				
2	Junior Management				
3	Middle Management				
4	Top Management				

Escalation Matrix for DLP

The tenderers are requested to fill in the following particulars.

S.No.	Escalation Level	Name of the Person & Designation	Address	E-Mail ID	Phone Number
1	1 (Service Manager)				
2	Junior Management				
3	Middle Management				
4	Top Management				



Section I- Scope of work

1. Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

2. The Bank intends to treat the sewage water generated from the office in Main Office Premise

3. It is not the intent to specify completely herein all details of design and installation of the works covered under this enquiry. 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 the bank and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the Contractor's guarantee period in a manner acceptable to the Bank as specified hereunder.

4. Various works covered in this contract shall include furnishing of all materials, labour, tools, plants and equipment, transportation, fabrication, supervision and construction as per schedule of quantities, technical specifications, etc. as provided herein and as directed by the Engineer-in-Charge.

5. The Contractor shall make arrangements to obtain approval from Odisha State Pollution Control Board for consent of establishment for Installation of Sewage Treatment Plant and consent for operation for functioning of Sewage Treatment Plant from Odisha State Pollution Control Board.

6. The Contractor shall be entrusted for carrying out the day to day operation of the plant for five years including Comprehensive Maintenance Contract of the system for four years in addition to the Defect Liability Period of 1 year.

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

Place:

Signature of bidder

Date:

1. Design Basis:-

The Sewage treatment plant should be based on Aeration Process or anyother advanced technology and design should be taking following parameters into consideration.

Design flow rate = : Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar. Type of water = Wastewater generated from the Office Building, Anne Building, OLDR, Staff Canteen and residential flats in the main office premises.

- Design parameters covered are as below.

Parameters	Inlet	Outlet
Flow rate, KLD	minimum 15 KLD each (2 Numbers) For Reserve Bank of India Main Office,	minimum 15 KLD each (2 Numbers) For Reserve Bank of India Main Office,
Chemical Oxygen Demand, mg/ltr	400-600mg/l	<50mg/l
Biological Oxygen Demand, mg/ltr	250-300 mg/l	<10mg/l
Suspended solids, mg/ltr	200	<5
Oil and Grease, mg/ltr	555	<5
pH	6.5-8.5	5.5-9
Turbidity	Not specified	<10 NTU
E. Coli	Not specified	NIL
NH4-N (mg/ltr)	Not specified	<5
N-Total(mg/ltr)	Not specified	<10

The flow rate, COD, BOD, Suspended Solids, Oil and Grease, ph, Turbidity, E. Coli, NH4-N, N- Total at inlet must be checked from the RBI premises before quoting the tender and all the above parameters at the outlet must meet the standard set by the SPCB -Odisha and in this regard a certificate from SPCB-Odisha need to be submitted to the bank before processing of payment. The water so treated should have a typical application such as to be used in

- a. Gardening/Landscape developments
- b. Flushing in residential flats if required in future

1. Note: - Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

The following minimum process sequence should be taken in consideration, while designing and execution of work.

- A. Screening
- B. Oil and Grease Chamber
- C. Collection cum equalisation tank
- D. Compact Sewage treatment plant, which should be on aeration process technology or any advanced technology, as per the typical process mentioned by Odisha SPCB in their design, operation & maintenance manual.
- E. Filtering consisting of sand filter and active carbon filter.
- F. Excess sludge disposal.
- G. Treated water tank with dosing system.

Or any such advanced methodology approved by SPCB-Odisha.

2. Scope of work:-

1. The scope of work will be: Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

Mainly to design the compact treatment plant as per the process sequence as mentioned above for design parameters as listed. Accordingly, the bidder should submit the design calculations and related data to Bank at the time of pre bid meeting. On the same the bidder need to give a Power point presentation to Bank if required. The collecting pit's bottom is approximately 6 feet deep from the finished floor level. The bidders are advised to visit the site and ascertain the exact depth before submitting their bids. The entire system must be odorless. Clean water line shall be provided by the Bank. Electrical points shall be provided in each plant room by the Bank. Based on the design parameters, the Sewage treatment designed should be

- Fully automated operation system
- Operation friendly system-Easy to Operate & control.

In design, the firms/bidders should clearly indicate the sequence of each process, its capacity & dimensions and material with what it is be made of and if any electrical pumps & electrical panels needed for its running. A detail drawing on the same need to be furnished. The scope of work includes supply, construction, installation, testing and commissioning of entire system.

The work should be inclusive of civil construction if any for foundations etc., needed for the work, supply of electrical motors & panel, cables or any other electrical related items needed for the work. If any UG tank to be made should be made of M40 Grade concrete.

The successful bidder should submit design details of all types of tank and Foundation. The same should be proof checked by structural consultant. From the Bank side water, power will be supplied free of cost.

The civil construction whatever needed should be done by the successful bidder as per the specifications at the latest prevailing IS: Code and all the work related

to installation of Sewage treatment plant should satisfy all statutory requirements on the same all bidders need to give a certification.

Based on the above parameters, the bidders need to quote their financial bid, the quoted rate should be inclusive of transportation, packing and forwarding charges, all applicable taxes, delivery charges, unloading of the plant and relocation at site and shall provide the flanged end connection at the outlet of STP and any other work, which is not specifically mentioned will be borne by the vendor.

From the Bank's side, the approach to site and space for storage of equipment will be provided. Sewage incoming pipeline up to the STP, treated water disposal pipeline beyond STP area, Sludge disposal pipeline beyond STP area, Electricity during the erection work, electric incoming power supply with earthing to STP panel on continuous basis fresh water connection in STP, Drain arrangement in STP area, Lightening in STP area etc will be borne by the vendor.

In addition, the quoted rate should be inclusive of getting approval for consent of establishment for Installation of STP and consent for operation for functioning of STP from Odisha Pollution Control Board. The supporting document and necessary help for getting consent of operation will be provided by Bank.

STP-15KLD

WORKING PROCEDURE OF PACKAGE STP

1. SOLID SEPARATION ZONE:

First stage transforms the solids in raw sewage to settled solids while allowing scum to float on the surface. It is a primary sedimentation zone in which settled sludge is stabilized by anaerobic digestion.

2. AERATION ZONE:

The sewage from solid separation zone flows to the aeration zone. Air is diffused with help of air blowers which will encourage the growth of bacteria cultures in and around the floating plastic media inside the aeration zone. The PP media provides extended surface area for growth of microorganisms.

3. SEDIMENTATION ZONE:

The next step of treatment involves the sedimentation where organic wastes are settled in the sedimentation zone. The settled waste in the bottom of the tank is pumped back to the solid separation as a return sludge, to ensure that quality of effluent would pass the stipulated sewage parameters. Chlorine is offered before discharging the effluent into the main drainage line.

SYSTEM COMPONENTS PACKAGE STP:

- i. Solid Separation Zone
- ii. Aeration Zone
- iii. Floating Media
- iv. Air Blowers (Twin Lobe Type)
- v. Final Sedimentation Zone
- vi. Sludge recycling pump
- vii. Control panel
- viii. Inbuilt Manholes with cover
- ix. Material for anchoring the tank including FRP straps & RCC Dead man

Note: Package STP is automated in terms of operation.

GENERAL SCOPE:

- Supply of Package Sewage Treatment System of capacity approximate 15,000 Lit/Day in 15 KLD STP made of FRP with inbuilt standard man holes & manhole cover.
- Making internal leak-proof pipe connections inside the Package STP Tanks
- Provision for inlet, outlet, vent & blower pipe within the tank
- Supply of necessary FRP Straps, Eye bolt, wire rope & turn buckle for anchoring
- Supply of factory made deadmans (concrete blocks-to counter buoyancy)
- Supply of Air Blowers of required capacity
- Supply of Sludge return pump

- Supply of Control Panel
- Supply of Hydrochloride

In case of 15KLD the following will be

FRP Base Septic Tank along with Fixed Film Aeration Tank –:

- Size: Approximate 5086 mm (Length) x 2340 mm (Diameter)

FRP Base Intermediate & Treated Water Storage Tank – Approximate 10 KL (Partition):

- Size: Approximate 4310 mm (Length) x 1899 mm (Diameter)

PVC Pipes:

- Return Sludge Pipe: Approximate 2"
- Inlet/Outlet Pipe: Approximate 6"
- Interconnection Pipe: Approximate 6"
- Material: UPVC

Air Vent Nozzle:

- Material: may be PVC
- Size: Approximate 2"

Manhole Cover:

- Manhole Size: Approximate 550 mm

Multi-Grade Filter:

- Vessel Material: may be FRP Composite Vessel
- Vessel Size: Approximate 400 mm Diameter x 1625 mm HOS
- Pipe Material: may be UPVC, Approximate 40 mm Size
- Valve: may be Multi-Port Valve
- Filter Media: may be Gravels / Pebbles / Core Silex / Fine Silex / Sand
- Flow Rate: Approximate 4 m³/hr

Activated Carbon Filter:

- Vessel Material: may be FRP Composite Vessel
- Vessel Size: Approximate 400 mm Diameter x 1625 mm Height
- Pipe Material: may be UPVC, Approximate 40 mm Size
- Valve: may be Multi-Port Valve
- Media: may be Filter Media + Activated Carbon
- Flow Rate: Approximate 4 m³/hr

ADDITIONAL SCOPE:

Inspection of Installation sewage treatment system, after the Excavation Pit where STP has to be lowered is ready with a PCC / RCC Base

- Inspection includes guidance & verification of unloading of FRP tanks & RCC Dead man in the excavated pit.
- Inspection includes guidance on tying up of FRP Straps over Tank to RCC Dead man with help of Turn Buckle, Eye-Bolt & Wire Lock.
- Inspection includes guidance of Back-filling of excavated pit with aggregate of specified size.
- All connection like sewage pipe outlet to STP inlet and bye pass arrangement from STP outlet to municipality sewer line, etc.
- Connection of Blowers and Return Sludge Pump with control panel.

- Making piping arrangement for Aeration through Blowers and arrangement of Sludge Return through Return Sludge Pump.
- Piping arrangement from STP to treated sewage storage tank.
- Demonstration of working of system through trial run with sewage/fresh water.
- To provide Bar Screen chamber at Last Man-hole.
- Construction of Oil & Grease Trap if raw waste water has FOG > 40 ppm or majority of waste water is canteen waste. (Arrangement shall be done to ensure that canteen solid waste shall not enter the STP)
- Necessary Excavation as per manufacturer's guidelines and installation drawing.
- Civil works like PCC of 150 mm at base of pit (or RCC of 200 mm at base of pit in case of High Ground Water Table) or as per site condition
- Lowering of RCC Dead men (supplied by Manufacturer) in the pit with the help of Hydra or appropriate method. The RCC Dead men (equal to the tank length) shall be kept in parallel at a distance based on tank diameter or as per requirement.
- Filling of Aggregate (mix of 4.5mm & 12.5 mm size) between the dead men up to the height of dead men (300 mm) or as per site condition
- Lowering the Tank between the RCC Dead men with the help of Hydra or as per requirement
- Anchoring of the Tank with help of FRP Strap & wire lock to the RCC Dead men
- Back filling work with a mix of 4.5mm & 12.5 mm size crushed stones up to top or as per site condition
- Simultaneously fresh water to be filled up to top of the tank once the tanks are fixed in the ground.
- Construction of brick masonry manhole up to the ground level.
- Construction of RCC slab on top of tank in case of Very High Ground Water Table
- Construction of Room & Foundations for Blower and Electrical Control Panel as per our drawing.
- Supply of power to Motors.
- Treated water transfer pump.
- Maintenance of blowers including oiling & greasing (as per blower maintenance manual)
- Construction of Intermediate Tank of required capacity / Purchase of underground FRP Intermediate Tank / Use any existing underground tank or water retaining structure Construction of Treated Sewage Storage Tank of required capacity / Purchase of underground FRP Treated Sewage Storage Tank, etc.
- Arrangement/supply of Sodium Hydrochloride solution for chlorine dosing
- Necessary arrangement for storage & usage of treated sewage.
- Other equipment works and services, if required from your end, which is not specifically mentioned in our proposal.
- Storage & site security.
- Supply of Single point power incoming to Electric Panel (Incoming cable including MCCB, Power breaker,

Please fill the below Technical Specification for Compact Sewage Treatment Plant during submission of bid:

FRP Base Septic Tank along with Fixed Film Aeration Tank –:

- Size:
- FRP Base Intermediate & Treated Water Storage Tank including Partition details:

PVC Pipes:

- Return Sludge Pipe size:
- Inlet/Outlet Pipe size:
- Interconnection Pipe size:
- Material:

Air Vent Nozzle:

- Material:
- Size:

Manhole Cover:

- Manhole Size:

Multi-Grade Filter:

- Vessel Material:
- Vessel Size:
- Pipe Material with size:
- Valve:
- Filter Media:
- Flow Rate:

Activated Carbon Filter:

- Vessel Material:
- Vessel Size:
- Pipe Material including size:
- Valve:
- Media:
- Flow Rate:

OTHER IMPORTANT TERMS

1. The firm shall be responsible for obtaining the necessary permissions and approvals from State Pollution Control Board -Odisha (SPCB-Odisha)/ Central Pollution Control Board (CPCB), or any other applicable statutory authority, for the operation of the compact Sewage Treatment Plant (STP) installed by the firm.

The firm shall ensure that all required permissions are obtained from the regulatory authorities before the commencement of STP operation. The permissions shall cover the installation, commissioning, and initial operation of the compact STP. The firm shall provide proof of these permissions to the Client prior to the STP's operational phase.

If the SPCB-Odisha, CPCB, or any other relevant statutory body mandates the renewal of permissions for STP operation, the firm shall promptly initiate the renewal process. The firm shall

be responsible for ensuring that the permissions remain valid and are renewed as required, within the specified timelines.

Any modifications, upgrades, or changes to the STP's operation shall be carried out only after obtaining necessary approvals from the authorities.

The firm shall maintain accurate records of all permissions, approvals, and renewals obtained from the regulatory authorities. These records should be available for inspection by the Client, regulatory authorities, or any authorized party upon request. Additionally, the firm shall promptly inform the Client of any communications or directives received from the regulatory bodies regarding permissions and renewals.

All costs associated with obtaining and renewing permissions from the regulatory authorities shall be borne by the firm. This includes application fees, processing charges, and any other expenses related to the permission and renewal process.

Failure to obtain or renew required permissions in a timely manner, leading to non-compliance with regulatory guidelines, may result in penalties, fines as per the cost required to obtain such permissions, legal actions, and possible termination of the contract.

2. The firm shall conduct effluent testing according to a set of parameters provided by relevant regulatory authorities, such as the State Pollution Control Board -Odisha (SPCB-Odisha), Central Pollution Control Board (CPCB), or any other applicable statutory body.

Effluent testing shall be carried out by NABL accredited laboratories that possess the necessary qualifications, equipment, and expertise to perform accurate and reliable testing. The firm shall ensure that the selected testing laboratories meet the required standards and possess relevant certifications.

Upon completion of each round of effluent testing, the firm shall promptly compile comprehensive test reports detailing the results of the analysis. These reports shall include the measured parameters, comparison with standards set by regulatory authorities, such as the State Pollution Control Board -Odisha (SPCB-Odisha), Central Pollution Control Board (CPCB), or any other applicable statutory body, and any recommended corrective actions, if applicable. The firm shall maintain these records in an organized manner and provide copies to the Client.

In the event that effluent testing reveals any parameters that exceed permissible limits set by the regulatory authorities, such as the State Pollution Control Board -Odisha (SPCB-Odisha), Central Pollution Control Board (CPCB), or any other applicable statutory body, the firm shall take immediate corrective actions to rectify the situation and bring the effluent back within compliance. The firm shall bear all costs associated with rectification, and these corrective measures shall be documented in subsequent test reports.

The firm shall keep the Client informed about the effluent testing schedule and results. Any instances of non-compliance or corrective actions taken shall be promptly communicated to the Client along with proposed solutions.

3. The firm shall establish and implement a systematic and effective process for the regular removal, de-watering, and disposal of settled sludge from the Compact Sewage Treatment Plant. The process shall include:

- Regular monitoring and assessment of sludge accumulation levels shall be conducted to determine the need for removal and de-watering.
- Frequency Determination: The frequency of sludge removal shall be determined based on factors such as sludge accumulation rate, treatment efficiency, influent characteristics, and any applicable regulatory requirements.
- Mechanized equipment or other appropriate methods shall be utilized to effectively remove settled sludge.
- Disposal of Sludge: The firm shall manage the disposal of sludge in compliance with applicable environmental regulations and best practices. The disposal process shall include the following considerations:
 - a. S sludge disposal shall adhere to all relevant local, regional, and national regulations pertaining to sludge management and disposal.
 - b. Sludge disposal options shall prioritize environmentally sound practices, or the SPCB - Odisha/CPCB (or any other relevant authority).
 - c. Adequate records shall be maintained to document the disposal process, including details of disposal methods, quantities, locations, and any required permits or approvals and this record should be communicated to the Bank.

The firm shall periodically review and assess the effectiveness of the sludge removal and disposal process. If necessary, adjustments to the frequency or methods shall be made to ensure optimal treatment efficiency and compliance with regulations.

Reporting:

The firm shall provide periodic reports to the relevant regulatory authorities as and when required, detailing the sludge removal and disposal activities carried out within the compact STP.

4. Following points to be considered in pre-bid presentation: -

- a) Flow diagram indicating various units

b) Proposed location on the site agreeable to the Bank

c) Level of various units from collection to disposal for type of flow gravity or pumping.

d) Emergency provision in case of malfunction of STP, etc.

5. As part of the pre-bid presentation, prospective bidders shall be required to provide a comprehensive flow diagram illustrating the proposed sewage treatment process, including the arrangement of various treatment units. The flow diagram should clearly outline the sequence of treatment processes and the connections between different units.

In addition to the flow diagram, bidders shall present the proposed location of the sewage treatment plant (STP) of the site. The location should be mutually agreeable to the Bank and should take into consideration factors such as ease of access, environmental impact, and operational efficiency.

Bidders shall include detailed information regarding the levels of various units within the STP, from the collection point to the disposal point. This information should distinguish between units operating under gravity flow and those requiring pumping. The presentation should provide a clear understanding of how the flow dynamics will be managed to ensure optimal treatment efficiency.

The Contractor shall establish and maintain a comprehensive Emergency Response Plan to address potential malfunctions, failures, or unexpected incidents related to the Sewage Treatment Plant during its operational period. This shall outline the procedures and measures to be taken in the event of emergencies to ensure prompt resolution and minimal impact on the environment, public health, and safety.

In case of an emergency, the firm shall implement immediate measures to mitigate the impact and stabilize the STP's operation. This may include temporary repairs, adjustments, or process modifications to prevent further damage or adverse effects.

If the emergency situation requires specialized knowledge or expertise beyond the firm's capabilities, the Contractor shall engage relevant experts, engineers, or consultants to provide guidance and support in resolving the issue effectively.

The firm shall maintain a detailed record of the emergency incident, including the cause, response actions taken, and outcomes.

Electrical Scope of work:

1. The contractor prior to quoting the tender rates must visit site to finalize the location of power / control panel.
2. The main power supply to the control panel will be in the scope of Bank. However, control & power wiring from the panels of the STP till the equipment's will be entirely under the scope of the contractor.

SECTION-J

Details of System Proposed

a	System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.		
	Make:		Models
Sr.No.	Description	Qty	Technical details with make and model (Filled by the bidders)
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
b	Details of all types of tanks with Capacity:-		
Sr.No	Type of Tank	Dimension	Capacity
1			
2			

c	Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
	I have /have not enclosed leaflet/brochure of the product and Blockdiagram of system with inter connectivity of different peripherals.
d	I have /have not visited the site and familiar / not familiar about the condition of the site.
	Deviations if any:
	Signature of Bidder with stamp/Date

Section II - Scope of AMC work

1. Duty hour

The working hour shall be eight-hour duration in a day i.e. one worker - **9:00 am to 5.30 pm (APPR.)** throughout 312 days and 24 hour activated mobile phone facility shall be available with the contractor and its engaged manpower.

2. Manpower

- (a) Skilled worker having valid Lineman-MV license / permission for Domestic & Industrial Installation including equipment up to 650 volts (issued by State Govt. Licensing authority) with minimum one years of relevant work experience.
- (b) If the workmen is absent, the contractor shall ensure to arrange alternative workman for such day with due intimation to the Bank's Caretaker.

PROVIDED for the purpose of this clause, the alternative workman must also be treated as permanent workman and all facilities available to permanent workman must also be provided to the temporary workman including EPF/ESIC.

3. Scope of work

The contractor should be directly or through a supervisor be able to supervise the work done by the engaged labour. The flow of work is as follows:

- a) **Septic tank** – This is the collection of raw sewage water of the whole colony. This raw sewage water is pumped to the first STP operation unit.
- b) **Screen Chamber** - This is the first unit operation used in STP, its main objective is to primarily screen the sewage water to provide initial level protection to the entire STP equipment from mechanical damage, wear and clogging. The chamber has a screen bar which removes large solid objects such as rags, napkins, sticks, cans, plastic bags, polythene, etc. from water.
- c) **Oil skimmer** - This is a Device that remove oil floating on the surface of a fluid. The main objective is to pre-treat the fluid with skimmer to remove oil from a liquid.
- d) **Equalization Tank** - The main function of the equalization tank is to act as a buffer. It collects the raw incoming sewage that comes at widely fluctuating rates and pass it on to the rest of the STP at a steady flow rate. There are motors which pump the sewage water to the next Tank.

e) **MBBR (Moving Bed Biofilm Reactor) technology**

This is a biological technology used for wastewater treatment. The water is pumped into a tank with surface for biofilm growth, the surface carrier materials are made of materials with a density close to that of water (1g/cm³) an example is high-density polyethylene (HDPE) with a density of 0.9g/cm³. The water is moved in the tank through the aeration system. This ensures good contact between the sewage water and the biomass on the carriers. The aeration is used to keep in motion the activated sludge and carriers. It uses

the entire tank volume for biomass growth by implementing the carriers for attached growth of biofilm.

MBBR which is in constant use does not require backwashing or return sludge flows and due to continuous movement, there are less chances of clogging.

The MBBR system separates the excess bacteria and sludge which are directed to the final separator.

f) Clarifier Mechanism

A clarifier is generally used to remove solid particulates or suspended solids from liquid for clarification i.e. reduce thickening. Concentrated impurities, discharged from the bottom of the tank are known as sludge, while the particles that float to the surface of the liquid are called scum.

The clarifiers are used to separate settleable solids from the raw incoming wastewater. These are located on the downstream of the plant. The major function of the primary clarifier is the removal of all settleable and floating solid waste which have a high oxygen demand.

The sludge is send to sludge recirculation pump and the water is send to water feed.

g) Pressure Sand Filter

The water received from water feed is pumped through the Pressure Sand Filter consists of a multiple layer of sand with a variety in size and specific gravity. These Filters are designed to remove turbidity and suspended particles present in the feed water with minimum pressure drop.

Process - Raw water flows down wards through the filter bed and as the suspended matter, which is treated by addition of a coagulant like alum or poly electrolyte, is retained on the sand surface and between the sand grains immediately below the surface. There is steady rise in the loss of head over a period of time and the flow reduces once the pressure drop across the filter is excessive.

h) Activated Carbon Filter

Activated Carbon Filter is used to adsorb chlorine, organics, tri-halo methane (THM), taste, odour and colour from wastewater. Activated carbon is a charcoal that has been treated with oxygen to open up millions of tiny pores between the carbon atoms. It is highly effective at adsorbing impurities.

Process - Activated carbon filtration is an adsorptive process in which the contaminant is attracted to and adsorbed onto the surface of the carbon particles. The efficiency of the adsorption process is influenced by carbon characteristics (particle and pore size, surface area, density and hardness) and the contaminant characteristics.

i) Chemical Dosing System

A chemical dosing system is a facility for automated injection of reagents into a wastewater network for the control of septicity and odour emissions. These systems are

typically used at pump stations, sewer manholes, and rising mains. they can be installed any place where odour containment is required

Chlorination plays a key role in the sewage water treatment process by removing pathogens and other physical and chemical impurities. Chlorine's important benefits to sewage water treatment are Disinfection. Controlling odor and preventing septicity is done by Alum dosing.

j) Filter Press

The working principle of filter presses is that slurry is pumped into the machine such that solids are distributed evenly during the fill cycle. Solids build up on the filter cloth, forming the filter cake; the filtrate exits the filter plates through the corner ports into the manifold, yielding clean filtered water

4. Preventive Maintenance

- (i) The objective of this maintenance contract is to provide healthy operation of STP efficiently/carry out the preventive maintenance of all electrical motors/pump assembly /LT panel / cables and other associated sub units by single agency throughout the year. The work covers preventive maintenance along with day to day operation of STP at designated location.
- (ii) The operating personnel will look after daily plant operation and will attend the day-to-day following preventive maintenance along with complaints in respect to the LT panel, Main switches & Bus-Bar chamber, Starter for pump-motor sets installed in STP Control room etc. The Sewage Treatment plant comprises the following main sub-units:-
 - 1. Sewage Transfer Pumps assembly
 - 2. Oil Skimmer
 - 3. Air Blower assembly
 - 4. Sludge Transfer Pumps\
 - 5. Filter feed pump sets
 - 6. Alum Dosing Pumps
 - 7. Hypochloride Dosing Pump assembly
 - 8. Screw pump assembly
 - 9. Filter feed pump assembly
- (iii) The detail scope of work as below:
 - Lubricating pump & motor bearings- Six monthly
 - Check pump shaft- quarterly
 - Check pump coupling- quarterly
 - Checking and proofing of gland packing, if required- Monthly

- Checking and tightening of connections in motor terminal box- Monthly
- Cleaning of pump room and equipments- Daily
- General inspection and cleaning of the switches and starters- Monthly
- Testing of protection relays and preventers for safety of equipment- Monthly
- Tightening of cable connection- Monthly
- Insulation resistance test of the cables, panels and motor- Six monthly
- Earth resistance test- Six monthly
- Special care to be followed / to be adhered the electrical safety to prevent any electrical fire at site

Note: i. A Report of maintenance activities undertaken during a month shall be submitted along with the quarterly bill. The report shall be certified by Caretaker of the Premise.

ii. Work has to be carried out as per Indian Electricity Rules and Specification amended up-to-date and to the full satisfaction of the Bank.

iii. To undertake the scope, the contractor should arrange all consumables like oil, grease, cotton waste etc. on his own cost.

iv. The contractor has to maintain log books/register for attending day-to-day complaints, pump operation and preventive maintenance of electrical installations in consultation with the Bank's Engineer and furnish the same to the Bank, whenever called upon.

v. AMC contractor will provide the electrical measuring devices like multimeter, Screw driver set (Taparia), Plier, insulation tapes, hand gloves, etc and any other consumable required for plant operators for an electrical accident free zone.

Electrical Panels, Cables, switchgear

1. All the specifications for works, materials etc. shall be as per the relevant IS Specification (latest edition).
2. The scope of work shall cover, in their entirety, supply, installation, testing and commissioning of electrical panels with necessary wiring, cabling, bus-bar with mains/sub-mains etc. as per the site requirement.
3. The LV switch board shall be CPRI approved factory assembled and wired, floor/wall mounted or as specified in Bill of Quantities or as per manufacturer standard with a provision of spare feeders for future integration and it should totally enclosed cubicle compartmental type, dead front design, conforming to IS 13947 and IS 8623. The degree of protection of the enclosure shall be IP 51 in accordance with IS 2147. CRCA sheet steel used in the construction as specified in the table given below. Operating height of the

devices shall not be less than 300mm and not beyond 2000 mm. Neoprene/ Special Rubber gaskets shall be provided in all mating metallic joints to make the enclosure dust proof. Ventilation openings shall have wire mesh screen to limit the ingress of dust. Two number of ventilation fans with a timer arrangement shall be provided to operate in such a way that one fan operate all the time.

4.

Sr. No	Item detail	Specifications
1.	System	400+/-10% 3 phase 4 wire AC supply system
2.	Type	Sheet Steel floor/wall mounted compartmentalized panel with cable and bus alleys.
3.0	Material	CRCA sheet steel
3.1	Main Structure	2 mm (14 SWG)
	Door	1.66 mm(16 SWG)
	Base Frame (M.S. Channel)	75 mm x 50 mm x 5 mm
	Switchgear mounting plates	2.5 mm thick
	External works	1.66mm (16 SWG)
	Internal Partitions	1.66 mm (16 SWG)
4	Busbar	
	Material	Copper
	Type of Busbar support	Resin Molded
	Cross Section selection criteria	1.2 Amp/Sq mm
	Earthing Bus along the panel	Copper 25 mm x 3 mm
5	Painting	
	Type of Primer	Zinc Chromate
	Type	Powder coated
6	Shade	As approved by bank's Engineer

5. The selection of switch gear for the incoming and outgoing feeders shall conform to Type 2 co-ordination as per IS 13947.
6. The incoming feeders from the substation / any other electrical panel and all outgoing feeders shall be suitable for cable connections and cable entry shall be at top/bottom as per site requirement and as per approved drawing by Bank's engineer. The cable termination at each outgoing feeder shall be adequate for the number and size of cables. Single compression type brass cable glands shall be provided for each feeder. In addition, extra knockouts shall be provided in the detachable gland plate for future cables.
7. Separate bus bar compartment shall be provided on top, housing the three phase and neutral electrolytic grade copper bus bars and mounted on fiber reinforced plastic support insulators/Resin molded. The bus bar & the interconnections shall be insulated with heat Shrinkable PVC sleeve and shall be colour coded.
8. The outgoing feeders arranged in multi-tier formation shall be located in separate panels adjacent to the incomer units. Each outgoing feeder shall be arranged in individual compartments. The switching device in each outgoing feeder (and incoming) compartment shall have facility to interlock with compartment door so that the door can be opened only when the switching device is off. The outgoing feeders shall have adequate cable compartment with the feeder modules in the front. The outgoing feeders shall be provided with switch disconnecter fuse units or MCB or MCCBs of ratings required for each drive motor. All connections to the bus bar/ circuit breakers/ switches/ terminals etc., shall be through copper strips of proper size to carry the full rated current.
9. All incoming feeders with MCCBs / MCBs as per requirement shall be provided with current transformer, energy manager and indicating lamps with selector switch. The CT shall be of cast resin type with bar/ wound and primary current ratings corresponding to that of the circuit breaker with which it is associated. All indicating instruments shall be magnetically screened parallax free design.
10. The internal control wiring shall be with FRLS type, 1100V grade single/ multi core wiring cable with stranded copper conductor having minimum size of 1.5 sq.mm for potential circuits and 2.5 Sq mm for current circuits conforming to IS 694. The control wiring shall be laid in plastic troughs with covers or alternatively shall be neatly bunched and cleated with no joints or tappings between two terminals, and marked as per IS 375 and IS 5578.

11. The switch board shall be provided with adequately rated copper earth bus at the bottom. Noncurrent carrying parts of the circuit breaker feeders and other devices shall be connected to this earth bus using adequately rated cable/ wire. The earth bus shall have provision for connecting to the earth of the substation running in the cable trench over which the switch board shall be erected.
12. Identification tabs shall be provided for all control devices and all the other compartments. The labels shall be with durable metal type with lettering etched or engraved & readily visible. Caution notice boards as per IS 2551 shall also be provided.
13. The Panel shall be comprised of all the outgoing feeders i.e. sludge recirculation pump feeder, air blower feeder-1, air blower feeder-2, Feed water Pump feeder, treated water lifting pump feeder, hypochlorite dosing system feeder along with spare feeders at least 2nos. and the incoming feeder should be of adequate capacity with SDFU / MCCB and the design calculation should be submitted along with GA drawing, control wiring etc. after award of work.
14. Necessary cables of adequate size from the control panel to blower motors, sludge pumps, feed water pumps, treated water pumps, dosing systems etc. shall be in the scope of the contractor and the installation shall be carried out as per industry standard and good engineering practices by utilizing all the required cable trays, conduit pipes or any other allied accessories etc. and the termination of all the cables with proper cable termination lugs accessories etc.

Sludge Recirculation Pump

It shall be of submersible pump of adequate capacity but at least of 9 cum/hr of 1 number qty shall be in working mode and generally run 20-30 minutes per day or as per manufacturer standards

Air Blower

It shall be of twin lobe type of adequate capacity but at least of 3HP for 15KLD of 2 numbers qty shall be in working & standby mode with a nominal working pressure of 0.3 to 0.4 kgf or as per manufacturer standard as per the capacity of the PSTP.

Feed Water Pump

It shall be of at least 1HP for 15KLD capacity or as per manufacturer standard of 2 numbers qty shall be in working & standby mode

Hypochlorite dosing system

It shall be of adequate capacity, at least 4 lph for 15KLD or as per manufacturer standard of 1 number qty.

Treated water Lifting Pump & allied piping

It shall be of adequate capacity, at least 2HP or as per site requirement for lifting of water from the treated water tank up to the delivery point at Garden / any other point as per site feasibility.

Additional pumping equipment

The scope of work also includes additional pumping equipment such as dewatering pump, sludge removal pump or any other equipment for successful operation of the STP as per manufacturer standards and as per site requirement or as per direction of Engineer In charge.

Section - K

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURER(S)

Other Terms and Conditions

- a) The Contractor is responsible to provide medically fit & energetic personnel, who can independently handle, operate and maintain STP machine as per the requirement of the tender.
- b) Any instructions / guidelines mandated by the Bank for smooth operation or upkeep of the machine shall be considered under the scope of this tender and are implemented by the contractor.
- c) The following cost should be borne by the successful bidder:
 - Providing of all essential tools to his staff for day to day maintenance.
 - Providing all safety equipment like gloves, shields, overcoats, etc. for segregation of waste.
 - Provide necessary training to his staff regarding the scope of work.
- d) *The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned and for the satisfaction of the employer be considered in part of scope of work.*
- e) The contractor must ensure to clean the area near STP on daily basis so that no foul smell is generated. Any instruction given to the contractor by Bank's caretaker / Estate-In-Charge / Bank's Engineer regarding cleanliness must be implemented immediately.
- f) The contractor must coordinate with other contractors for smooth conduct of operation.
- g) The contractor should coordinate with Bank's Caretaker / Estate-In-Charge/ Bank's Engineer for the tenure of the contract.

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURER(S)

1. Feed water Pump	Kirloskar/Siemens/Crompton Greaves /KSB or equivalent
2. Electrical Motors	Kirloskar/Siemens/Crompton Greaves or equivalent
3. Hypochlorite Dosing system	Kanakdhara / E-Dose or Equivalent make
4. Filters	Starlite / Aqanomics / Pentair or Equivalent Make
5. UPVC Pipes	Supreme/Ashirvad/Prince or Equivalent Make
6. Cement	ACC/Bharathi/Ultratech/Ramco/Sankar or equivalent
7. Sand	River sand / M-Sand or equivalent
8. Reinforcement / structural steel	TATA/ SAIL / VIZAG or equivalent
9.Sludge Recirculation Pump	Kirloskar / LUBI / Crompton Greaves / CRI
10. Air Blower	AIRVAK/A1/EVEREST/AKASH or equivalent
11. FRLS PVC insulated copper conductor for wiring	Finolex/Havells / Polycab
12. Meters	Siemens/L&T/AE/C&S
13. Indicating Lamps(LEDs)	L&T/Siemens/Vaishno
14. CTs	AE/KAPPA
15. Selector Switch	L&T/ Schneider/HPL
16. Contactors	L&T/ Schneider/Siemens/ C&S/BCH

17. Timers	L&T/ Schneider/Siemens/ C&S/ BCH
18. Single Phase Preventer	Minilec or equivalent in terms of quality and price
19. Relay	L&T/ Schneider/Siemens/C&S/BCH
20. MCB, MCBDB, RCBO's/RCCB's /DP Sheet enclosure.	Schneider Electric/Legrand/Hager/ L&T/Siemens
21. MCCB 3 & 4 Pole	Schneider Electric/ Siemens/L& T/ Legrand
22. Panel Board	From the CPRI approved manufacturers. Name of the manufacturer for the panel board is to be approved by the Bank before purchase of the same.
23. Cables	Polycab / Gloster / KEI



**Reserve Bank of India
Estate Department
Bhubaneswar
Section L**

Tender for Design Supply Installation Testing & Commissioning (DSITC) of Package type Underground Sewage Treatment Plant, made up of FRP having Capacity of, minimum 15 KLD each (2 Numbers) for Main Office Premises, Reserve Bank of India, Bhubaneswar.

e-Tender no: RBI/Bhubaneswar/Estate/ 6/24-25/ET/233

Un- Priced Schedule of Quantities

Part -II

Name of Contractor _____

Address _____

Close Bid Date: - August 12, 2024 up to 11.00 Hrs.

Schedule of quantity/Price Bid:

The Prices are not to be quoted here and are to be quoted on MSTC portal only.

Sl. No	Item	Qty (A)	Unit	Amount (B)	GST (C)	Total Amount with GST $\{(A \times B) + C\}$
1	Capital Cost(C):- Total design, Supplying and construction cost of the Compact type Sewage Treatment Plant of Minimum capacity 15KLD Each x 2 nos. including obtaining all permissions / approvals, operation certificate, procurement, construction and other civil works and installation of all services, and fixtures making all fully and functionally operative as details in technical bid.	1	Job			
2	Comprehensive Annual Maintenance Contract (A):- Charges for Comprehensive, all inclusive, annual maintenance service contract of the above STP Minimum capacity 15KLD Each x 2 nos. system as per the terms and conditions of the tender, This shall be applicable after Defect Liability Period of one year.	1 year	Annum			
3	Skilled Persons (R):- Charges for providing services of 1 skilled person at site as per the terms and conditions of the tender. The charges shall be applicable after handing over of the STP system (Minimum capacity 15KLD Each x 2 nos.) and deputing the skilled person at site. The following components shall be taken: a) Wages b) Employer contribution of EPF @13%	1 year	Annum			

DESIGN CAPACITY CALCULATION FOR STP INSTALLATION

MOP

324staffsX45lpcd=14580litres

Security & other visitors/Vendors/workmen=10000litres

Total-24580litres+20%=24600litres/day Say 25KLD

Waste Generated-0.8X24580=19664KLD

Including 30% for future expansion =24580+30%=25563 i.e. 26KLD

To provide STP at 2 points avoiding major alteration of pathway, capacity 26kld/2=13KLD
Say 15KLD