

Reserve Bank of India Issue Department Bhubaneswar

NOTICE INVITING E-TENDER (NIT)

E-Tender for Supply, installation, testing and commissioning (SITC) of one Waste shredder for disposal of CVPS Waste at Reserve Bank of India (RBI), Bhubaneswar

RBI/Bhubaneswar Regional Office/Issue/3/24-25/ET/847

The Regional Director, Reserve Bank of India, Bhubaneswar (hereinafter called "the Bank"), invites etenders under Two-Bid system (Technical & Price Bids) from Original Equipment Manufacturer (OEM) of the waste shredder/ OR an Authorized dealer / representative of the OEM for supply, installation, testing and commissioning (SITC) of one Waste shredder for disposal of waste like Paper/plastic bands, banknote packet slips, jute strings, Plastic waste, Strapping plastic twines, rubber bands, gunny ropes, polythene bags, jute strings, etc., generated from the Currency Verification and Processing System (CVPS) at Reserve Bank of India, Bhubaneswar.

2. The tenderers must have minimum experience of having successfully executed "similar works" during last five years ended on December 31, 2024 [individually costing (a) Three works each costing not less than 40% of the estimated cost. OR (b) Two works each costing not less than 50% of the estimated cost. OR (c) One work costing not less than 80% of the estimated cost.]. The tenderers must have a minimum yearly turnover of 30% of the estimated cost during the last 3 (three) financial years (2021-22, 2022-23 and 2023-24) supported by audited financial statements. Also, tenderers must have a service set up within the area of Bhubaneswar municipal corporation for rendering after sales service.

Note: Similar work means 'Supply, installation, testing and commissioning (SITC) of Waste shredder in office buildings/commercial premises/industrial houses.

3. The work is estimated to cost approximately ₹10,00,000/-[Rupees Ten lakh only] and is to be completed within 45 days from the 14th day from the date of award of work.

4. Earnest Money Deposit of ₹ 20,000/- (Rupees Twenty thousand only) is to be deposited in favour of Reserve Bank of India, Bhubaneswar, through NEFT/ Demand draft as per the schedule of the Tender

5. The detailed information regarding the above e-Tenders will be available at MSTC website https://www.mstcecommerce.com/eprocn. The details of eligibility criteria and the detailed notice inviting Tender are also available on the website of the Bank at https://www.rbi.org.in . The e-Tendering portal Tenderina will be done through the of MSTC Ltd. (https://www.mstcecommerce.com/eprocn). All interested bidders must register themselves with MSTC Ltd. through the above referred website to participate in the e-Tendering process.

- 6. The last date for submission of online bids is March 11, 2025 (Tuesday) up to 3:00 PM and Part-I of the Tender will be opened at 4:00 PM on March 11, 2025 (Tuesday). The Part II, i.e., price bids will be opened in respect of only those tenderers/bidders who satisfy all criteria stipulated in Part I. The date of opening of Price Bid will be intimated subsequently to the eligible bidders.
- 7. The schedule for the e-Tendering process is as under:

E-Tender Schedule	Schedule Date and time
Date and Time of Notice inviting Tender (NIT) and tender documents available to parties for viewing and downloading on Bank's Website and e- procurement portal (MSTC)	January 31, 2025 (Friday) from 11:00 AM onwards.
Pre-Bid meeting (Offline mode)	February 25, 2025 (Tuesday) at 11:30 AM. Venue: – Issue Department, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Bhubaneswar- 751 001.
Date and Time of starting of e-tender for submission of online Technical (Techno Commercial) Bid and Price Bid at <u>www.mstcecommerce.com/eprocn/</u>	February 28, 2025 (Friday) from 11:00 AM onwards.
Date and Time of closing the bidding of e-tender for submission of online Technical (Techno Commercial) Bid and Price Bid at www.mstcecommerce.com/eprocn/	March 11, 2025 (Tuesday) up to 3:00 PM.
Date & Time of opening of Part-I (Technical Bid)	March 11, 2025 (Tuesday) at 4:00 PM.
Date & Time of opening of Part-II (Price Bid)	Date and time will be intimated separately to all the eligible bidders through the email id/contact numbers provided by the bidders.

8. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reason thereof.

Note: All the Bidders must note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the website of RBI and MSTC Ltd. as provided above and will not be published in any newspaper.

Regional Director Reserve Bank of India Bhubaneswar



Issue Department Reserve Bank of India Bhubaneswar

<u>Tender for Supply, installation, testing and commissioning (SITC) of one Waste shredder for</u> <u>disposal of CVPS Waste at Reserve Bank of India (RBI), Bhubaneswar</u>

Part I

(General Conditions & Technical Specifications)

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.

<u>Disclaimer</u>

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 e-Tender for **Supply, installation, testing and commissioning (SITC)** of one Waste shredder for disposal of CVPS Waste at Reserve Bank of India (RBI), 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 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 given in this 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.



Issue Department Reserve Bank of India Bhubaneswar

Notice inviting e-Tender

RBI/Bhubaneswar Regional Office/Issue/3/24-25/ET/847

E-Tender for Supply, installation, testing and commissioning (SITC)of one Waste shredder for disposal of CVPS Waste at Reserve Bank of India (RBI), Bhubaneswar

1._The Regional Director, Reserve Bank of India, Bhubaneswar (hereinafter called "the Bank"), invites e- tenders under Two-Bid system (Technical & Price Bids) for Supply, installation, testing and commissioning (SITC) of one Waste shredder for disposal of waste like Paper/plastic bands, banknote packet slips, jute strings, Plastic waste, Strapping plastic twines, rubber bands, gunny ropes, polythene bags, jute strings, etc., generated from the Currency Verification and Processing System (CVPS) at Reserve Bank of India, Bhubaneswar.

2.The work is estimated to cost approximately ₹10 Lakh and is to be completed within 45 days from the 14th day of date of award of work.

3.Earnest Money Deposit of ₹ 20,000/- (Rupees Twenty thousand only) is to be deposited in favour of Reserve Bank of India, Bhubaneswar, through NEFT/ Demand draft as per the schedule of the Tender.

4. The detailed information regarding the above e-Tenders will be available at MSTC website https://www.mstcecommerce.com/eprocn. The details of eligibility criteria and the detailed notice inviting Tender are also available on the website of the Bank at https://www.rbi.org.in . The Tendering will be done through e-Tendering portal of M/s MSTC the Ltd. (https://www.mstcecommerce.com/eprocn). All interested bidders must register themselves with M/s MSTC Ltd. through the above referred website to participate in the e-Tendering process

5. Eligibility Criteria: The firms which do not comply with the following pre-qualification criteria and/or do not submit EMD will not be considered for opening of Part-II of their tender.

A. The tenderer must be either an Original Equipment Manufacturer (OEM) of waste shredders or must be an Authorised dealer / representative of the OEM of the same. Necessary documents in support of the above shall be submitted along with the Part-I of the tender.

B. Experience: - The tenderer must have experience of minimum 5 (five) years in the field of undertaking the **Supply, installation, testing and commissioning (SITC)** of waste shredder. For

establishing the same, the tenderer should submit copy/ies of work order/s for such work/s, issued on or before December 31, 2024 and also copies of the respective completion certificates.

C. Qualifying Works:-The tenderer must have successfully executed "similar works" during last five years ended on December 31, 2024 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 than 50% of the estimated cost.

OR

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

Note: Similar work means 'Supply, installation, testing and commissioning (SITC) of Waste shredder in office buildings/commercial premises/industrial houses.

AND

D. Have a minimum yearly turnover of 30% of the estimated cost during the last 3 (three) financial years (2021-22, 2022-23 and 2023-24) supported by audited financial statements.

AND

E. Have a service set up within the area of Bhubaneswar municipal corporation for rendering after sales service.

6. The contractors shall upload the following information/documents on MSTC website to satisfy the Bank about their eligibility:

(a)	Composition of the firm	Full particulars (whether contractor is an individual, a proprietorship firm or a partnership firm, or a company, etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the proprietor/ partners, copies of the Articles of Association/ Power of Attorney/other relevant documents.
(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 enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any,

		of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years, i.e., 2021-22, 2022-23 and 2023-24 along with a certificate of a Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (, i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened, etc., should be given. Banker's certificate as per format at Annex -VI from their banker/bankers must be uploaded.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	 (i)The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished. (ii)Client's certificate as per format at Annex- II from their clients for whom they have carried out "eligible"
		works" in terms of the eligibility (Pre-qualification) criteria explained in this notice, must be uploaded.

		The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.
(i)	Details of Service setup	Address and contact details of the service set up within the area of Bhubaneswar municipal corporation for rendering after sales service.

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

7.. A pre-bid meeting (off-line mode) of the intending tenderers will be held at Issue Department, Reserve Bank of India, Bhubaneswar.

8. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reason thereof.

9. Part I of the tenders will be opened on-line at the Schedule of the Tender (SOT). Part-II (Price bid) of the eligible tenderers shall be opened on a subsequent date which will be intimated to the eligible tenderers in advance.

9. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all e-Tenders without assigning any reason thereof.

SCHEDULE OF TENDER (SOT)

Item	Description		
e-Tender No.	e-Tender No.: RBI/Bhubaneswar Regional Office/Issue/3/24-25/ET/847		
Mode of Tender	e- Procurement System (MSTC Portal) (Online Part I – Technical (Techno-Commercial) Bid and Part II – Price Bid through www.mstcecommerce.com/eprocn		
Estimated Cost of the work	₹10,00,000/- (Rupees Ten Lakh Only)		
Date and Time of Notice inviting Tender (NIT) and tender documents available to parties for viewing and download on Bank's Website and e-procurement portal (MSTC)	January 31, 2025 (Friday) from 11:00 AM onwards.		
Pre-Bid meeting	February 25, 2025 (Tuesday) at 11:30 AM. Venue: – Issue Department, Reserve Bank of India, Pt. Jawaharlal Nehru Marg, Bhubaneswar- 751 001.		
Earnest Money Deposit	EMD of Rs. 20,000/- to be remitted through: i. NEFT: A/C No-186003001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to < <u>issuebhubaneswar@rbi.org.in</u> > Or ii. Demand Draft In favour of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001 The proof of having remitted the EMD is to be uploaded in MSTC portal. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the official email ID: "Issue, Bhubaneswar" < <u>issuebhubaneswar@rbi.org.in</u> > March 11, 2025 (Tuesday) up to 3:00 PM.		
Date of starting of e-Tender for submission of online Technical Bid and Price Bid at <u>https://www.mstcecommerce.com/eprocn</u>	February 28, 2025 (Friday) from 11:00 AM onwards.		

Date of closing of online e-tender for	March 11, 2025 (Tuesday) up to 3:00 PM.
submission of Technical Bid & Price	
Bid	
https://www.mstcecommerce.com/eprocn	
Date & time of opening of Part-I, i.e.,	March 11, 2025 (Tuesday) at 4:00 PM.
Technical (Techno-Commercial) Bid	
Date & Time of opening of Part-II (Price	Will be intimated separately to all the eligible bidders.
Bid)	
- /	
Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC
	portal through MSTC payment gateway / NEFT / RTGS in
	favour of MSTC Limited.

Note: All the Bidders must note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the website of RBI and MSTC Ltd. as provided above and will not be published in any newspaper

Regional Director Reserve Bank of India Bhubaneswar

Important instructions for E-procurement

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

bids.					
1	Process of E-tender :				
1	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/her/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet.				
		n type Certificate to partici	Class-III Digital Signature both pate in tenders Vendors are to		
	SPECIAL NOTE: THE TECH	NICAL BID AND THE PRICE	BID HAVE TO		
	BE SUBMITTED ON-LINE AT	https://mstcecommerce.com	/eprocn/ (Version 3)		
	i. Bidders are	required to register	themselves online at		
	https://mstcecommerce.com/eprocn/.				
	ii. Register as Vendor Filling up details and creating own user id and password				
	Submit. For further details, go to Download Guide / Video / Registration.				
	iii. Bidders will receive a system generated email confirming their registration in their				
	email which has been provided during filling of the registration form.				
			baneswar (before the scheduled		
	time of the e- tender).	ease contact MSTC/RDI, Dhu	Janeswai (beiore the scheduled		
	time of the e-tender).				
	Contact person (RBI, Bhubaneswar):				
	Contact Person Mail Mobile				
	Smt Alisha Das, Asst	alishadas@rbi.org.in	7978962687		
	Manager				
	Sri Mrinal Giri, Manager	mrinalgiri@rbi.org.in	7008305811		
	Ms Sulagna Ghosh,	sulagnaghosh@rbi.org.in	06742394866		

Contact Person (MSTC Ltd)

Assistant General Manager

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

C) System Requirement:

i) Windows 7 or above Operating System

ii) IE-7 and above Internet browser.

iii) Signing type Digital Signature

iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

	Tools => Internet Options =>Security => Disable Protected Mode If enabled- i.e. Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <u>www.mstcecommerce.com</u> once)
2	To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. □ Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". □ Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)
3	The Technical (Techno-commercial) Bid and the Price Bid shall have to be submitted online. Tenders will be opened electronically on specified date and time as given in the Tender.
4	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
5	 Special Note towards Transaction fee: <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. <u>NOTE</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.
6	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 the email I.D. provided by them 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).

Bidding in e-tender :

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a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the Bank .

b) The process involves Electronic Bidding for submission of Technical and Price Bids.

The bidder)s(who have submitted the above fees can only submit their Technical (Techno Commercial) Bid and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> \rightarrow e-procurement \rightarrow New Common Portal \rightarrow Bid Floor Manager \rightarrow live event \rightarrow Selection of the live event \rightarrow Transaction fee->Common terms->Attach Documents->Price Bid.

c) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to Save/submit his Technical bid.

d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Then once both the Technical bid & Price bid have been saved, the vendor can click on the "Final submission" button to register their bid.

e) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

g) During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.

h) The e-tender floor shall remain open from the pre-announced date & time and

for as much duration as mentioned above.

i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.

I) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

9	Any order resulting from this tender shall be governed by the terms and conditions mentioned	
	therein.	
10	No deviation to the technical and commercial terms & conditions is allowed.	
11	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.	
12	Vendors are requested to read the vendor guide and see the video in the page	
	www.mstcecommerce.com to familiarize them with the system before bidding.	

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Section I

Form of Tender

Dear Sir,

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having obtained the requisite information relating thereto as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and conditions of Contract and with such materials as are provided for by us, and in all other respects in accordance with such conditions so far as they may be applicable.

(a)	Description of works	:	Tender for Supply, installation, testing and commissioning (SITC)of one Waste shredder for disposal of CVPS Waste at Reserve Bank of India (RBI), Bhubaneswar
(b)	Estimated cost	:	₹10,00,000/- (Rupees Ten Lakh Only)
(c)	Earnest Money	:	₹ 20,000/-(Rupees Twenty Thousand only)
(e)	Time allowed for completion of the work	:	45 days from the 14th day of date of issue of work order

MEMORANDUM

- 2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed upon between the Bank and us in writing.
- 3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
- 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹20,000/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The tenders shall be uploaded in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully Signature of Contractor (Signatures and addresses of witnesses)

SEAL

Witnesses: Witness 1

Witness 2

Signature	Signature
Name Address	Name Address
Date:	Date:

Section II

General instructions to tenderer(s) & Special Conditions Part I - Commercial Conditions

E-Tenders are invited from Original Equipment Manufacturers or their authorized dealers/ representatives for Supply, installation, testing and commissioning (SITC) of one Waste shredder for disposal of CVPS Waste at Reserve Bank of India (RBI), Bhubaneswar

E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded on the MSTC portal.

- 2. Eligibility criteria:
- A. The tenderer must be either an Original Equipment Manufacturer (OEM) of the waste shredder or an Authorised dealer / representative of the OEM of the same. Necessary documents in support of the above shall be submitted along with tender Part-I. The tenderer shall submit the applicable document as Annex-VII Part A or VII Part B.
- B. Experience prior to five years: The tenderer must have experience of minimum 5 (five) years in the field of undertaking the work of Supply, installation, testing and commissioning (SITC)of Waste shredder. For establishing the same, the tenderer should submit copy/ies of work order/s for such work/s, issued on or before December 31, 2024 and also copies of the respective completion certificates.

C Qualifying Works:-The tenderer must have successfully executed "similar works" during last five years ended on **December 31, 2024** individually costing as under:

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

OR

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

OR

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

Note: Similar work means 'Supply, installation, testing and commissioning (SITC) of Waste shredder and associated works in office buildings/commercial premises/industrial houses.

AND

A. Have a minimum yearly turnover of 30% of estimated cost during the last 3 (three) financial years (2021-22, 2022-23 and 2023-24) supported by audited financial statements.

AND

B. Have a service set up within the area of Bhubaneswar municipal corporation for rendering after sales service.

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

4. Tenderers should upload the following documents in respect of fulfilling their eligibility with suitable file names as indicated.

- i. Copies of detailed work order/s, in respect of similar work/s indicating scope and value of work/s, completed on or before December 31, 2024, for establishing prior experience of five years.
- ii. Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed during last five years ended on December 31, 2024, for establishing the qualifying works executed by the tenderer during last five years.
- iii. List of completed works with all the details in the format of Annex-I.
- iv. Profile of the tenderer in the prescribed format.
- v. Copy of Certificate of Incorporation
- vi. Copy of GST Registration
- vii. Details of Bankers as per Annex-III
- viii. Client certificate regarding performance of the contractor for the qualifying works. (File name eg: CC1, CC2, etc.) As per the format of **Annex-II**
- ix. Proof of remittance of EMD
- x. Banker's Certificate as per Annex-III
- xi. Copies of Audited financial statement for turnover for last 3 financial years, i.e.,2021-22, 2022-23 and 2023-24.
- xii. Details of service setup in Bhubaneswar- In the format of Annex-IV
- xiii. The particulars/Catalogues and the names of manufacturers of specified item.
- xiv. Copy of Power of Attorney as per **Annex-VI** (Original to be submitted by the successful tenderer)
- xv. Technical details of proposed system as per Section IX

- xvi. Authorisation letter from Original Equipment Manufacturer (OEM) of the waste shredder as per Annex-VII (Part A) or Declaration of being an OEM for the waste shredder as per Annex-VII (Part B)
- xvii. Declaration of country of origin as per Annex-VIII
- xviii. Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India as per **Annex-IX**
- xix. Site visit by the tenderer in order to understand the work as per Annex-X
- xx. Any other information relevant to the proposed work

<u>Note :-</u> The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

5. Non-submission of the above documents will lead to disqualification of the tenderer.

6. Pre-bid meeting: - A pre-bid meeting will be held at Reserve Bank of India, Issue Department, Bhubaneswar as per the Schedule of Tender (SOT) to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Tenderers are advised to see the corrigendum/addendum, if any before submitting their bids.

7. Tenders shall be submitted in two parts, viz., Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing prices only. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation. Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.

8. Tenderers are advised to verify website for corrigendum/addendum, if any before submitting the bid. No clarification will be entertained after the stipulated time.

9. Tenderers are requested to quote rate inclusive of GST as indicated in price bid for the item as specified in the portal. No change in quoted rates will be accepted.

10. The Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason, therefore. The Bank also reserves the right to accept the tender of any firm.

11. Earnest Money Deposit (EMD)

- A. EMD of Rs. 20,000/- to be remitted through:
 - i.NEFT:

A/C No-186003001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar.

The details of transaction have to be provided to < issuebhubaneswar@rbi.org.in>

Or

ii. Demand Draft/

In favour of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001

The proof of having remitted the EMD is to be uploaded in MSTC portal. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to the official email ID: "Issue, Bhubaneswar" <<u>issuebhubaneswar@rbi.org.in</u>

C. The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works (goods, services, and works contract). The enterprise is required to submit the Udyam Registration Number (Udyog Aadhar Memorandum Number) before the bid submission date to us through email to <<u>issuebhubaneswar@rbi.org.in</u>>

12. Validity of tender: -The tender shall be valid for a period of 90 days from the date of opening of Part I of the tender.

13. The rates quoted shall be inclusive of all applicable taxes including GST, duties, transport, packing, forwarding, insurance, etc., and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties, etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

14. **Period of Completion of work:** - The entire work of Supply, installation, testing and commissioning (SITC) of the system shall be completed within a period of 45 **days** from the 14th day of date of issue of work order.

15. **Damages for non-completion**: If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25 % of the contract amount, per week, for the period during which the said works shall so remain incomplete, subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

16. **Service set-up :** The tenderers shall indicate details of the service set-up within the area of Bhubaneswar municipal corporation such as place, staff strength, contact numbers and the availability of spares for the system as per enclosed **Annex-IV**.

17. Warranty/Defect Liability period and Comprehensive Annual Maintenance Service contract:

a. The equipment supplied shall be guaranteed against all types of defects for a defect liability/warranty period or **12 months** from the date of completion of work i.e, virtual completion

certificate. Any defects in the system/sub-assemblies, found within the warranty period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing/ inspection at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

- b. Post warranty period, maintenance and servicing of the machine will be covered under comprehensive AMC for a period of at least 05 years, annual renewal of AMC to be done based on the satisfactory service. The charges for 01(one) year of comprehensive annual maintenance service, to be provided after the expiry of the one-year warranty period, shall be quoted by the tenderer separately in their price bid.. The maintenance framework and scope of work to be covered in the Comprehensive Annual Maintenance Service Contract period, is covered in paragraph 22.2 below.
- c. During the warranty period or the annual maintenance service period, any fault in the system shall be attended within 8 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all costs, including travel cost from the nearest service station. A penalty of ₹1500 (Rupees one thousand five hundred only) per day subject to maximum of 100% of the annual maintenance charges will be levied, if the defect in the system is not rectified within a period of 3 (three) days from the date of intimation during the AMC period as stated above. In addition to this, if the system is not rectified within the period of 10 (ten) days, the Bank shall have the right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory.
- d. The comprehensive AMC service contract shall be valid for at least 5 years after one-year warranty. The AMC will be renewed subject to satisfactory performance by the contractor. After 1st year of service contract (quote for which is to be given in the price bid), the new service contract amount will be arrived at based on the following formula.

$A_{C} = A_{P} \left[(15 + 85 x (CPI_{C}/CPI_{P})) \right] / 100$	
Ac	The contract amount for the current year.
AP	The contract amount for the previous year.
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6
	months prior to the commencement date of contract for the current year.
	(to be taken from RBI publications)
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6
	months prior to the commencement date of contract for the previous
	year. (to be taken from RBI publications)

18. Evaluation of tenders:-

18.1 The tenders comprising two parts, i.e., Part I on "Scope of work and commercial conditions" (Technical Bid) and Part II on "Price Bid" shall be submitted separately through E- Tendering Portal comprising :

i. Part I on Scope of work and commercial conditions to be submitted along with the following:

a. Earnest Money Deposit through NEFT for an amount of ₹ 20,000/- (Rupees twenty thousand only) in favour of Reserve Bank of India, Bhubaneswar in A/c No. 186003001 & IFSC Code: RBIS0BBPA01. Please mention your company's name in the NEFT transaction remarks. No interest shall be paid on this deposit.

b. Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.

c. Documentary evidences and documents required to be submitted under the Tender as mentioned in NIT and Section II.

d. Undertaking stating that the bidder is not a willful defaulter to any bank/financial institution and there is no criminal case against the company/person.

e. Masked Indicative Price bid listing all the components as per Price Break-up Schedule without indicating any prices.

f. Any other information the bidder wishes to furnish.

18.2 Part II on "Price Bid" of the tender to be submitted separately comprising prices in Indian Rupees only with detailed break-up of price in the specified format given in Part-II both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and deviations, if any, found in Part II of the tender will not be considered and will be treated as null and void. The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever.

18.3 The tenders, once opened, will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc., as prescribed in the tender document; the tenders that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

18.4 Price bid (Part II) of only those bidders who are found eligible after scrutiny of their Part I of the tenders will be opened. Date and time for opening Price Bid (Part II) of the tenders will be intimated separately to all the eligible bidders through the email id/contact numbers provided by the bidders.

18.5. The Bank will award the contract to the bidder(s) whose Bid has been determined to be substantially responsive to the conditions mentioned in tender document and who has/have offered the Bid Price reasonable to the estimated cost considering the values of all the components of the contract (Capital cost including Supply, installation, testing and commissioning **(SITC)** of 01 (one) Waste Shredder machine, delivery cost, one yr warranty cost, comprehensive Annual Maintenance Charge for one yr after the expiry of warranty period, all taxes, charges and statutory payments) for arriving at Lowest Bid (L1).

18.6 Tenders will be evaluated based on the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions, etc., mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

18.7 Keeping in view the sensitivity of the work, the Bank shall be at liberty not to accept the lowest bid or any tender and shall reserve the right to reject any or all the tenders at any stage of the tendering process, either in whole or in part, without assigning any reason.

19. Terms of payment :-

The payment for the machine will be made by Reserve Bank of India, Bhubaneswar upon submission and verification of original bill, supporting documents(like receipt of machine by authorised representative of the employer/ Bank, testing and installation certification by Service Engineer, etc.), necessary certificates / data / information regarding completion of the work from various stakeholders. The bill/s submitted must be complete in all respects.

AMC charges will be paid on half yearly basis to the contractor for the previous half year service against original invoice supported by various Inspection reports, maintenance/ service reports, etc.

All payments will be made after all applicable statutory deductions through NEFT to the valid bank account of the contractor. The decision of the Bank in this regard shall be final and binding on the bidder. The Bank will not be responsible for any lesser claim made by the contractor Any dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in Bhubaneswar...

20. Performance Bank Guarantee (BG) :-PBG amounting to 5% of the contract amount (cost of machine inclusive of all applicable taxes and other charges quoted by the L1 bidder) shall remain valid during the tenure of the whole contract from the date of commissioning & handing over of the system.

21. Insurance:- The contractor shall submit Insurance, within three days from the date of award of works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former, i.e., RBI being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty, etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall been titled to such extension of time for completion as deems fit. The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank (first party) and the contractor and it shall cover the following risks.

i. All risk policy including Storage, erection, testing and commissioning policy.

- ii. Workmen compensation policy for the employees of the contractor at site.
- iii. Third party liability policy for a total of ₹10.00 lakh and with a limit of ₹ 2 lakh per accident. Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the

Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

22. Works to be arranged by the contractor;-

22.1 Installation, Testing and Commissioning of the Shredder machine

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and, therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:

- a) Making good all damages caused to the structure during installation, testing & commissioning and restoring the same to their original finish.
- b) Minor building works necessary for installation and commissioning of equipment, making of opening in walls or in floors and restoring them to their original condition/ finish and necessary grouting, etc., as required.
- c) All supports for exhaust & water pipes, chimney, bus trunking (if included in scope of contract), cables, anti-vibration pads, etc., as necessary.
- d) All electrical work and neutral earthing, body earthing, required for engine & alternator, control panel, and control wiring including loop earthing, etc.
- e) Painting of all exposed metal surfaces of equipment and components with appropriate colour.

22.2. Annual Maintenance of the Shredder

[A] Maintenance structure

22.2.1 Basics

The maintenance structure consists of the following:-

- i. the presence on each site of a local technician, acting as contact person to Contractor's service office, in order to perform regular inspections and limited maintenance as well as for solving minor problems supported by Contractor's engineers;
- ii. the availability of free-of-charge helpdesk support from Contractor's service office;
- iii. the availability of a skilled service engineer on site in the case of emergency;
- iv. the performance of regular maintenance based on real operating hours and following the instructions and guidelines as laid down in Contractor's Maintenance Manual(s);
- v. the presence of a comprehensive stock of operational spare parts in Contractor's service office;
- vi. the presence on Site of an up-to-date stock of spare parts;
- vii. the presence on Site of a full set of tools;
- viii. the presence on Site of an up-to-date stock of maintenance spare parts;

- ix. the presence on Site of comprehensible operating and maintenance instructions;
- x. This service & maintenance structure ensures that, in case of a System breakdown, the downtime is reduced to an absolute minimum.

22.2.2 Maintenance activities

The maintenance activities can be split up into:

- i. Regular system inspections including preventive maintenance, to be performed by the local technician,
- ii. Periodical extended inspection, every 1,200 operating hours, including corrective maintenance (overhaul) performed by Contractor's service engineer.

22.2.2 Regular Inspection

Regular inspection and preventive maintenance activities will be performed by the local technician and all findings will be recorded in an Inspection Report.

These activities include:

Daily activities

- visual check on faults, damages and leakage;
- Check emergency circuit;
- Check granulator;
- Send performance report to Contractor's Service & Maintenance Department;

22.2.3 Periodical major maintenance activities

Every 1,200 operating hours but at least once per year an extended inspection shall be performed by Contractor's service engineer.

[A] Scope of work

22.2.4 Labour

Contractor's scope of work for the maintenance of the System consists of the following activities:

- A thorough inspection of all system components;
- Check spare parts stock;
- Check all emergency switches, door- and hatch locks;
- Check granulator
- Check fan(s) and ductwork;
- Check control panel;
- A change of those parts, being subject to wear during use of the System;
- A recording of all relevant findings in the System's Maintenance Report

22.2.5 Supply of spare parts

During use of the System, certain parts are subject to wear and tear that need to be replaced from time to time and that are taken from Contractors stock.

22.2.6 Maintenance of knives

Contractor will take care of the periodical sharpening of the knives of the granulator which forms part of this contract.

22.2.7 Additional work

If due to circumstances not caused by Contractor's maintenance activities additional work not specified in the maintenance report has to be performed and/or additional equipment has to be supplied the said work and equipment shall be subject of a separate offer prepared by the Contractor and sent to the Principal for approval before any further action is undertaken.

22.2.8 Non-scheduled assistance on site

Besides the scheduled visit(s) technical assistance on Site may be required to solve a problem the local technician cannot solve by himself. For this, Contractor will send its engineer to the Site free of charge.

22.2.8 Maintenance Report

All remarks recorded during an inspection are incorporated in the official Maintenance Report showing all relevant findings. The Maintenance Report includes rec-ommendations for extra activities beyond regular maintenance that are to be consid-ered during the next maintenance visit. An official Maintenance Report is sent to the Principal within 4 weeks from the date of the concerned visit

23. Training: The tenderer shall impart training to the Bank's Engineers/Technicians on the system before handing over of the system without any charge to the Bank.

24. Agreement:- The successful tenderer shall execute an agreement with the Bank on a nonjudicial stamp paper within ten 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.

25. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in hereof. But if the Contractor be dissatisfied

on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

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

26 Jurisdiction:- All disputes arising out of or in any way connected with this contract/agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.

27. Minimum wages/ Gratuity act / contract labour Act to the workmen: The contractor shall ensure that minimum wages/ gratuity as per statutory requirement are paid to all the workmen.

28. Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

Section III

Safety Code

- 1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
- 2. An injured person shall be taken to a public hospital without loss of time, in the cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
- 4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
- 7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
- 8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- 10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.

ii) Suitable face masks shall 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 period of cessation of work.
- 12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
- 13. The ropes sued in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.

- 14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
- 15. During the work execution necessary fire safety measures shall also be taken.

Section IV

FIRE SAFETY

- 1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- 2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- 3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- 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 and only after the site inspection by the Fire officers/Personnel, work shall be started.
- 6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- 7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- 8. Used paint drums shall be stored in specified store only after closing them properly.
- Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- 10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from the Ground level.
- 11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- 12. Both the staircase doors shall be normally kept closed.
- 13. None of the fire extinguishers shall be removed/shifted from its designated location.
- 14. Power supply shall be switched off from the mains when equipment is not in use.
- 15. 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.
- 16. Any debris generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
- 17. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Electrical Safety

i. 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).

ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.

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.

vi. Fire buckets filled with 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

vii. 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.

viii. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.

ix. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.

x. Power supply shall be switched off from the Mains when equipment is not in use.

xi. 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.

xii. The work site shall be properly illuminated during the work.

xiii.All the electrical works should be carried out by licensed/ authorized electricians/ wiremen.

xiv. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.

xv. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.

xvi, Aluminium / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

Section V

The Conditions Hereinbefore Referred To

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

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

then net price of any item in their tender shall be the

sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" Supply, installation, testing and commissioning (SITC) of one waste shredder at Reserve Bank of India, Bhubaneswar

- The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.
- 3. <u>Setting out of work</u>: 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 position's 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.
- 4. <u>Materials and Workmanship to conform to description</u>: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
- 5. <u>Contractor's superintendence and representative on the works</u>: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the 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 to work. Any directions, explanations, instructions, or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

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

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued.

9. <u>Assignment and Subletting</u>: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

10. Unfixed materials when taken into account to be the property of the Employer

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

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

- 12. Defects after virtual completion : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the Performance Bank Guarantee (PBG) amount (as mentioned in clause 20) hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith.
- 13. <u>Certificate of virtual completion and defects liability period</u>: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
- 14. Other persons employed by Employer: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
- 15. Insurance in respect of damage to person and property: The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, win d or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

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

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

16. Insurance: The contractor shall submit Insurance, within three days from the date of award of works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within fourteen days from award of work. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case

it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall been titled to such extension of time for completion as deems fit. The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank (first party) and the contractor and it shall cover the following risks.

- iv. All risk policy including Storage, erection, testing and commissioning policy.
- v. Workmen compensation policy for the employees of the contractor at site.
- vi. Third party liability policy for a total of ₹10.00 lakh and with a limit of ₹ 2 lakh per accident. Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.
- 17. <u>Damages for non-completion</u>: If the Contractor fails to complete the works by the date stated in the Appendix, the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
- 18. Delay and extension of time: If in the opinion of the Employer the works be delayed(a) by force majure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
- 19. <u>Termination of Contract by the Employer</u>: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that

he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

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

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

20. <u>Termination of Contract by Contractor</u>: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

21. Settlement of disputes by Arbitration:

All disputes in connection with this contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case shall be submitted to a body of Arbitrators. The Principal and the Contractor shall be entitled to nominate one Arbitrator each and the arbitrators so nominated can nominate a third person who will act as umpire. The majority decision of the arbitrary body shall be final and binding on both the parties. The Arbitration shall be conducted in the English language in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder in force at the time of applying for arbitration. Neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. During arbitration, all parties shall continue to execute the contract except for those disputed duties under arbitration.

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

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

23. Non-disclosure Clause:-

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

24 . Sexual Harassment of women at work place

- a) The contractor 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 the 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.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in 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 or other firm'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.

Section VI

SPECIAL CONDITIONS

1) The workmen will not be allowed to stay within the premises.

2) The electric power required for the work can also be similarly drawn from the supply available at site free of cost.

3) Permission, if any, required from the local bodies shall be obtained by the Contractor.

4) The tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor.

6) The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.

7) 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.

8) All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & nighttime. Contractor shall consider the above facts while quoting the rates.

9) The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis.

10) The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.

11) The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

12) The tenderer shall use only approved brands of materials.

Section VII

APPENDIX HEREIN REFERRED

1.	Defects Liability Period/ Warranty	12 months from the date of issue of
	Period	Virtual completion certificate.
2.	Period of completion of work	45 days from 14 th day from the date
		of issue of work order. Date of virtual
		completion certificate will be reckoned
		as the date of completion of the work
3.	Liquidated Damages for delay in	If the Contractor fails to complete the
	completing the work	work within the specified completion
		period, he/she shall be liable to pay
		the Liquidated Damages at the rate of
		0.25% of contract value per week and
		part thereof proportionately subject to
		a maximum of 10% of the contract
		value.

Signature of Contractor

Section VIII

Technical (Techno Commercial) Bid Form

(Note- To be filled and uploaded in the e-tendering portal only)

a. General Information

1.1	Name of the Bidd	er			
1.2	Whether the Bidd	der is a comp	any, LLP,		
	partnership firm o	r proprietory of	concern?		
1.3	Date of formatio	n of compar	ny / LLP		
	/ partnership / pro	prietory conc	ern		
1.4	Registered	Local Addre	ss at	Registered Addr	ess
	address and	Bhubaneswa	ar		
	contact address				
	of the Company				
	/Firm/				
	Proprietorship				
	Concern				
	(Please furnish				
	proof of				
	address				
	such as				
	Telephone Bill,				
	Electricity				
	Bill,				
	Mobile Bill etc.)				
	Pin code				
1.5	Telephone	Office	Residence	Fax	Mobile
_	No				
	. (with STD				
	code)				
1.8	E-mail addresses			1	1

b. Registration Particulars (Enclose copy of Certificates)

SI. No.	Type of registration	Registration No.	Date of Registration
1	Income Tax- PAN (copy to be		
	attached)		
2	Income Tax- TAN (for TDS)		
3	GST Registration No. (copy to be		
	attached)		

4	Any other type of registration		
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c. Technical Specifications

S. No.	Specification	Requirement						
1.	Type of Shredder	Heavy duty multipurpose waste shredder						
2.	Type of Wastes handled	Paper/plastic bands, banknote packet slips, jute strings, Plastic waste, Strapping plastic twines, rubber bands, gunny ropes, polythene bags, jute strings etc.						
3.	Shredding Capacity	75-100 kg/hr						
4	Electrical supply requirements	Power supply of Nominal voltage 400-415 V 3- phase , 50 Hz						
5.	Safety Features	Emergency Stop, Overheat Protection, Auto reverse function, etc.						
6.	Warranty	12 months from the date of virtual completion certificate						
7	Annual Maintenance Contract (AMC)	Post warranty period, maintenance and servicing of the machine will be covered under comprehensive AMC for a period of at least 05 years, annual renewal of AMC to be done based on the satisfactory service.						

d: Product and Performance Details

- 1. Shredder Model Number: _____
- 2. Manufacturer's Name and Address: _____
- 3. Detailed Product Brochure: (Upload PDF, Max 5MB)
- 4. List of Similar Installations (Last 3 Years):
 - Client Name
 - Location
 - Shredder Model
 - Year of Installation
 - Contact Person for Reference (Table format below)

SI. No.	Name of the Client	Address and Phone No.	Shredder Model	Year of Installation	Contact Person for Reference
1.					
2.					

e: Experience and Capabilities

- 1. Experience in Supplying to Government Institutions/Banks: (Yes/No)
 - List of Clients (Last 3 Years): (Table with Client Name, Location, Year)

Documentary evidence and relevant work experience certificates of having successfully completed similar works / contracts during last five years shall be submitted along with the tender, without which tender is liable for rejection at the discretion of RBI.

SI.	Name of the Institution		Date of supply	Actual Value of
No.		No.		the work done in the Institution
				(₹)
1				
2				
3				

- 2. Average Annual Turnover (Last 3 Financial Years): ₹_____ (Supporting documents: Upload PDF, Max 2MB)
- 3. Certifications (ISO, etc.): (List with Uploads, Max 2MB each)

f: After-Sales Support

- 1. Service Support Availability in Bhubaneswar: (Yes/No)
- 2. Response Time for Service Requests:
- 3. Contact Details for Service Support:
 - \circ Name
 - \circ Phone
 - o Email

g. Details of Earnest Money Deposit

SI.	EMD details	Particulars
No.		
01	NEFT details	
02	Amount (in figures and words)	
03	Name of the Bank	
04	Name of the Branch	
05	Address of the Branch	
06	Contact number of the Branch	
07	Email Address	

h. Are the terms and conditions of the contract acceptable to the bidder? _ Yes/No

If yes, a copy of the terms and conditions of the contract, duly signed on each page, should be submitted with the tender.

i. Declaration: - Details to be submitted by the bidder

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

2. Should this tender be accepted, I/ we hereby agree to abide by and fulfil all the Terms Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

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

4. The tender is submitted through e-tendering process in two parts, i.e., Part I and Part II. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's Proforma.

5. All the information given by me/us are true and correct to the best of my/our knowledge and belief and if any of them is subsequently proved to be wrong/incorrect, the Bank is free to take any penal action it may deem fit.

6. I/we understand that our tender is liable for rejection at any stage if any information furnished by me/us is found to be incorrect/wrong and the decision of the RBI in this regard will be final. I/We shall not raise any dispute regarding the decision taken by RBI in this regard.

Dated this day of 2025

For and on behalf of M/s

Signature

(With Seal of the Company/Firm):

Name: Designation: Place: Date:

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

Witnesses

1) Signature with Name, address and date

2) Signature with Name, address and date

Notes:

The Bidders are advised to visit the site/s of work/s / activities, viz., the Bank premises and acquaint themselves with the site conditions before submitting the Tenders. The same shall be allowed only on the date of the pre-bid meeting.

Section IX EVALUATION OF PART-I (TECHNICAL BID): TECHNICAL PARTICULARS

Qualifying Criteria

The eligibility criteria set earlier in this document must be fulfilled for consideration of technical bid. In addition, the following criteria will also be considered.

SI. No.	Parameters of Technical Evaluation	Whether fulfilling the parameter/ Submitted the Necessary Documents (Yes/No)	Whether eligible to qualify Part-I of the Tender	Remarks
1.	Minimum five years of experience in undertaking similar works.			
2.	Whether the bidder has successfully executed/completed similar services over the last three years, - a. Three similar completed services costing not less than the amount equal to 40% (forty per cent) of the estimated cost; or b. Two similar completed services costing not less than the amount equal to 50% (fifty per cent) of the estimated cost; or c. One similar completed service costing not less than the amount equal to 80% (eighty per cent) of the estimated cost.			
3.	Minimum average annual turnover of at least 30% of estimated cost of the contract during the last three years – to be supported by audited financial statements.			
4.	Positive net worth – Solvency certificate duly certified by the bank to be attached			
5.	Whether the bidder or allied firms has ever been delisted by RBI or State/Central Government Department?			

6.	Whether any proceeding against the firm or its director/s are pending in any court?		
7.	Are the terms and conditions of the contract given in Section-II toVI of the tender document are acceptable to the tenderer? If yes, a copy of the same, duly signed on each page, should be submitted.		
8.	Whether the Earnest Money Deposit of ₹ 20,000 (Rupees twenty thousand only) has been made to the Bank by the bidder? If yes, a copy of the NEFT details to be attached.		
9.	Whether the bidder has an office/ local representative within Bhubaneswar Municipal Area?		

Only those tenders fulfilling the above evaluation criteria will qualify in Part-I of the tender and will be eligible for Part-II, i.e., Price Bid. However, the Bank reserves the right to relax any norm under its sole discretion, applicable to all.

Annex- I

Format of List of Clients

Details of similar qualifying works executed in last 5 years (Date of work order should be on **or before December 31, 2024)**

Sr.	Name	and	No.	of	Value of	Whether	Comple	etion	Fax /phone number
No.	address	of	Waste		the work	works	period	as	&contact
	the firm		Shredde	er		completed in	per	work	person of the firm
			s suppli	ed		time or not	order		
						(Give date of			
						start & and			
						date of			
						completion)			

(Attach sheet if required)

Signature of Tenderer:

Date:

Annex- II

The Regional Director Reserve Bank of India Issue Department Bhubaneswar

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name & address of the Client:

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

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

13	Со	mments on the capabilities of the		
	cor	ntractor.		
	a) Technical proficiency		Outstanding/Very Good/	
			Good/Satisfactory/poor	
	b) Financial soundness		Outstanding/Very Good/	
			Good/Satisfactory/poor	
	c) Mobilization of adequate T&P		Outstanding/Very Good/	
			Good/Satisfactory/poor	
	d) Mobilization of manpower		Outstanding/Very Good/	
			Good/Satisfactory/poor	
	e) General behaviour		Outstanding/Very Good/	
			Good/Satisfactory/poor	

*

Note : All columns should be filled in properly countersigned"

Reporting Officer* with Office seal *Officer of the rank of executive engineer/Superintending Engineer or equivalent

Annex-III

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹10 Lakh (Rupees ten lakh only).

(Signature) For the Bank

Note:

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

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

Annex-IV

Details of Service Set up at the place of work

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

Signature of the contractor

Seal of company and Signature

Name Designation

Date

Annex- V

Details of Bankers

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

Sr.	Name of Bank	Branch	and	its	Name	of th	e contact	Telep	hone
No.		complete a	address		person	1		and	FAX
								numb	ber
1	2	3			4			5	

Seal of company

Signature

Name

Designation

Date

Annex- VI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF Application/Proposal

(On Non-Judicial Stamp Paper of appropriate value)

Know all these men by presents, address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. residential address of Power of Attorney holder) who is presently employed with us holding the position and of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender for Supply, installation, testing and

commissioning (SITC) of one waste shredder at Reserve Bank of India, Bhubaneswar including signing and submission of all documents and providing information / responses to the Bank, representing us in all matters before the Bank, and generally dealing with Bank 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 Tenderer

Name/(s

Stamp/Seal of the Tenderer

(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).

<u>Annex -VII</u>

Part A (if the tenderer is authorised dealer) Proforma of Letter of Authorisation from the Original Equipment Manufacturer (OEM) to participate in this Bid

(To be issued by the manufacturers of waste shredder on their letter head)

Date:

To: The Regional Director Reserve Bank of India Issue Department Bhubaneswar

Subject: Authorisation Letter to M/s ______ for participation in the tender for Supply, installation, testing and commissioning (SITC) of one Waste shredder at Reserve Bank of India, Bhubaneswar

Sir,

We		, (name and addres	ss of the OEM) the	manufac	turers
of	(Make	of waste shredder	proposed to be c	offered) h	aving
factories at		(addresses o	f manufacturing /	develop	oment
locations)	do	hereby	authorize		M/s
				(name	and
address of the te	enderer) to bid, r	negotiate and concl	ude the contract w	ith you a	gainst

the above mentioned tender for the above equipment manufactured / developed by us.

We herewith certify that the above-mentioned equipment's products are not end of the life.

Yours faithfully,

For and on behalf of	
M/s	(Name of the manufacturer)
Seal and Signature :	
Name :	
Designation :	
Address :	
Date :	

Note: This letter of authority should be signed by an authorized signatory of the manufacturer.

Annex-VII

Part B (applicable if the tenderer is an OEM)

DECLARATION BY THE TENDERER BEING ORIGINAL EQUIPMENT MANUFACTURER OF THE WASTE SHREDDER

Date:

To: The Regional Director Reserve Bank of India Issue Department Bhubaneswar

NAME OF WORK: Supply, installation, testing and commissioning (SITC) of one Waste shredder at Reserve Bank of India, Bhubaneswar

We ______, (name and address of the tenderer) hereby confirm that we are the original equipment manufacturer of the WASTE SHREDDER (Model No.....) being offered by us for the captioned work.

Our factory/ies is / are located at _____ (addresses of manufacturing locations).

We herewith certify that the above-mentioned equipment are not end of the life till December-----.

Signature/(s) of the Tenderer

Name/(s)

Stamp/Seal of the Tenderer

Annex - VIII

DECLARATION OF COUNTRY OF ORIGIN

(To be furnished by the tenderer)

<u>NAME OF WORK:</u> Tender for Supply, installation, testing and commissioning (SITC) of one Waste shredder at Reserve Bank of India, Bhubaneswar

This is to certify that

a) The offered Waste Shredder is new:

b) The waste shredder will be manufactured, assembled and offered for inspection before dispatch the works/factory of ____(address)

Therefore, Country of Origin of the Waste Shredder shall be

Date :

(Name of the Company with address and Company Seal)

Note: Specific address shall be provided for carrying out pre-delivery inspection at the works of the manufacturer.

<u>Annex – IX</u>

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 Issue Department, Bhubaneswar- 751001

Name of Work: Tender for **Supply, installation, testing and commissioning (SITC)** of one Waste shredder at Reserve Bank of India, Bhubaneswar Dear Sir,

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:

<u>Annex- X</u>

UNDERTAKING

(Regarding site visit by the tenderer to understand the work)

To,

The Regional Director Reserve Bank of India Issue Department Bhubaneswar-751001

Dear Sir,

NAME OF WORK: Supply, installation, testing and commissioning (SITC)of one Waste shredder at Reserve Bank of India, Bhubaneswar

We, ______, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and the scope of work for the proposed system. We are ready to use the existing cabling for the proposed new system, to the extent as required as per site conditions, and take the same (existing cabling, if any and new cabling) in the scope of Defect Liability Period and further under the scope of Annual Maintenance Contract.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)



RESERVE BANK OF INDIA ISSUE DEPARTMENT BHUBANESWAR

e-Tender for Supply, installation, testing and commissioning (SITC)of one Waste shredder at Reserve Bank of India, Bhubaneswar

PART - II (PRICE BID)

e-Tender no: RBI/Bhubaneswar Regional Office/Issue/3/24-25/ET/847

Sr. No.	Price break up of one waste shredder (Model- please specify)	Rate in ₹*	Remarks
1	Cost of one (01) Waste Shredder machine for CVPS waste		
2.	Cost of Warranty for 12 months from the date of completion of work i.e, date of virtual completion certificate		
3.	Installation, testing and commissioning charges		
4.	Delivery Charges		
5	Comprehensive Maintenance Contract (CMC) for 1 (one) year : Comprehensive Annual maintenance service contract charges (including GST) for one year (after expiry of warranty period of 1(one) year) period as specified in the tender Part-I (Both labour & spares)		
6	Total cost (Sum of all quotes from SI No.1 to 5)		

*All prices quoted must be inclusive of all applicable taxes including GST, charges and statutory dues.

Total amount (as mentioned in SI no. 6) will be considered for arriving at the Lowest Bid (L1)

1. Contractors are advised to inspect the site before quoting their rates in the schedule of quantities and get themselves acquainted with the scope of the work.

2. Payment shall be made only as per the rates quoted by the contractors in the schedule of quantities.

3. As this is an E-tender, the rates shall be submitted only in online mode and not to mention the rates on any other documents, otherwise the bid shall be rejected.

Place: Signature of Contractor with Seal: Date: Address with contact Nos.: